

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1 REQUISITION NO PR# 07-30-3038		PAGE 1 OF 65					
SPM4A8-09-C-0070		3 AWARD/EFFECTIVE DATE SEE BLOCK 31 C		4 ORDER NO.		5 SOLICITATION NO. SPM4A8-08-R-0070		6 SOLICITATION ISSUE DATE 04/14/2008				
7. FOR SOLICITATION INFORMATION CALL		RANDELL HARDY				b. TELEPHONE NO. (No collect calls) (804) 279-5292		8. OFFER DUE DATE/LOCAL TIME 04/14/2009				
9 ISSUED BY BUSINESS OPERATIONS DEFENSE SUPPLY CENTER RICHMOND ATTN: DSCR/FAPBA (PARPB14/RANDELL HARDY) 8000 JEFFERSON DAVIS HIGHWAY RICHMOND, VIRGINIA 23297-5372 PHONE (804) 279-5292 FAX (804) 279-6483 Randell.Hardy@disa.mil				CODE SPM4A8		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE. % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 333512 SIZE STD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING DOB90				
15 DELIVER TO SEE PAGE 2				CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12 DISCOUNT TERMS NET 30				
17a CONTRACTOR OFFEROR KERCHER INDUSTRIES 920 MECHANIC ST LEBANON, PA 17046-1936 POC: EDWIN KERCHER or MICHAEL DINOVO PH: (717) 273-2111 FAX (717) 273-2967				CODE 76380		16. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A PHILADELPHIA, PA 19111-0427 PH: 215-737-3402, FAX: 215-737-7363		CODE HQ0337				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18a. PAYMENT WILL BE MADE BY DFAS-CO/ NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266 PH: 800-756-4571, FAX 866-837-8036								
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM												
19 ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23 UNIT PRICE		24 AMOUNT	
		SEE ATTACHED PAGE(S) FOR ITEM DESCRIPTION AND UNIT PRICES										
(Attach Additional Sheets as Necessary)												
25. ACCOUNTING AND APPROPRIATION DATA AA97X4930.5CBX001 CC1101196329 CI61003111 ION 1092901132 S33189										\$1,407,292.00		
<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO <input checked="" type="checkbox"/> ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN						29. AWARD OF CONTRACT: REFERENCE SPM4A8-08-R-0070 OFFER DATED 04/14/2009 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a SIGNATURE OF OFFEROR/CONTRACTOR 						31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ANNETTE CUNNINGHAM						
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) EDWIN C. KERCHER, PRES.				30c DATE SIGNED 30 APR 09		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c DATE SIGNED 4/30/09		
32a QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34 VOUCHER NUMBER		35 AMOUNT VERIFIED CORRECT FOR		
32b SIGNATURE OF AUTHORIZED GOVT						36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER				
32c DATE						38 S/R ACCOUNT NO.		39 S/R VOUCHER NO.		40 PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)						
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER						42b. RECEIVED AT (Location)						
41c DATE						42c DATE REC'D (YYMMDD)		42d TOTAL CONTAINERS				

AUTHORIZED FOR LOCAL REPRODUCTION
Computer Generated

SEE REVERSE FOR OMB CONTROL
NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

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Procurement of Cement Mixer and Delivery System in accordance with Purchase Description DSCR-FAPBB -07-30-3038, dated 12 December 2007.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY UNIT</u>	<u>PRICE</u>
0001	CEMENT MIXER AND DELIVERY SYSTEM	1 EA	\$1,062,540.00
0002	INSTALLATION	1 EA	\$270,890.00
0003	TRAINING	1 EA	\$8,000.00
0004	OPTION (Sand Delivery Air Compressor)	1 EA	\$52,038.00
0004A	OPTION (Mixer Spares-Attachment 1)	1 EA	\$13,824.00

TOTAL: \$ 1,407,292.00

Special Notes:

Period of Performance:

196 Days ARO from Date on Contract.

QAP 215 APPLIES

FOB: DESTINATION

INSPECTION: ORIGIN

ACCEPTANCE: DESTINATION

Deliver to:

NAVY FOUNDRY & PROPELLER CENTER
1701 KITTY HAWK AVE
PHILADELPHIA, PA 19112-5087

MARK FOR:

FARIS A. IBRAHIM, PH# (215) 897-3087
Or designee has authority to accept at destination

Contact the DCMA Transportation Officer prior to shipping.

THE FOLLOWING APPLIES:

COMMERCIAL WARRANTY: I237C 52.246-9G28 (ATTACHMENT 1)

NOTICE TO ALL CONTRACTORS: After contract award, all questions or issues shall be addressed with the contract specialist listed in block 7 (a). The Contracting Officer is the **"Only"** individual authorized to make any changes.

CLAUSE 52.247-27, CONTRACT NOT AFFECTED BY ORAL AGREEMENT: No oral statement from any person shall modify or otherwise affect the terms, conditions, or specifications stated in the purchase order. All modifications to the contract: purchase order shall be made in writing by the contracting officer. The required delivery date shall be as stated above or sooner. All line items shall be shipped complete and received complete by Cosignee by that date. If shipment and receipt is not completed within the required delivery period, consideration shall be requested.

****PAYMENT INSTRUCTIONS**:**

Upon completion of all of the contractual requirements, the contractor must submit a Material Inspection & Receiving Report Form DD250 for signature by a government representative. DD250s can be obtained on line by going to www.Google.com input DD250 in the search field, click on the [PDF] DD250. For a continuation sheet use form DD250c, input DD250c in the search field, click on APD forms and scroll down to DD250c. The signed DD250 must be submitted to **Project Manager RANDY GUILD (DSCR-FAPBB)** at Randy.Guild@dla.mil or **Contract Specialist Randell Hardy** at Randell.Hardy@dla.mil.

Contractor shall submit request for payment in accordance with DFARS Clause 252.232-7009, Electronic Submission of Payment Request. Invoices must be submitted electronically via Wide Area Work Flow (WAWF) online at <https://wawf.eb.mil/>.

Invoices must be submitted using Invoice Only option. There is also web-based training available at <https://wawf.eb.mil/>. The ship to code to this invoice will be the DODACC for the delivery point. Contractors if you need assistance with WAWF contact the e-commerce support at the followings numbers:

System problems and / or password problems the number is 1-866-618-5988.

For guidance, instructions or to walk thru a process call the e-commerce support 1-614-693-6868. You may check the status of your invoice by checking My Invoice it provides payment information and My Invoice allows your company to view payment status once the required documentation has been submitted. The website for My Invoice <https://myinvoice.csd.disa.mil/> or you may call DFAS at 800-756-4571.

Payment request will not be issued until verification of goods and services has been received by the customers & project manager. Both 1) the receiving report signed by an authorized government representative has been submitted and received; and 2) an invoice have been submitted and received by DFAS.

PURCHASE DESCRIPTION
FOR A
CEMENT MIXER AND SAND DELIVERY SYSTEM

1. Specifications.

1.1 Scope. This specification covers the procurement of a 45 Cu.Ft. cement mixer and a sand delivery system complete with all the components necessary to allow for dense phase mass transport of sand from an existing 250 Ton sand silo and dilute phase transport cement from bulk bags to two alternating cement mixers where the cement and sand are combined with water and mixed in an automated and controlled cycle after which the mixed batch is delivered through bottom opening gates to existing bins.

2. Applicable documents. The following documents form a part of this specification, to the extent specified herein. Unless otherwise indicated, the issue in effect on date of solicitation shall apply.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 - OCCUPATIONAL SAFETY AND HEALTH STANDARDS (2006 EDITION)

(Address application for copies to Department of Labor, 200 Constitution Ave., N.W. Washington D.C. 20210
Phone 1-866-487-2365)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM-D-3951 - STANDARD PRACTICE FOR COMMERCIAL PACKAGING (1998 EDITION R2004)

(Address application for copies to ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA.,
19428-2959, PHONE 610-832-9672)

NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA)

NEMA ICS 6 - INDUSTRIAL CONTROLS AND SYSTEMS ENCLOSURES (2005 EDITION)

NEMA MG 1 - MOTORS AND GENERATORS (2006 EDITION)

(Address application for copies to the National Electrical Manufacturer's Association, 1300 NORTH 17TH
STREET; SUITE 1752, ROSSLYN, VA, 22209, PHONE 703-841-3200)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 - NATIONAL ELECTRICAL CODE (2008 EDITION)

NFPA 79 - ELECTRICAL STANDARDS FOR INDUSTRIAL MACHINERY (2006 EDITION)

(Application for copies should be addressed to the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101)

NATIONAL FLUID POWER ASSOCIATION (NFPA)

NFPA T2.25.1 R2 - Pneumatic fluid power Systems standard for industrial machinery Supplement to ISO 4414:1998 Pneumatic fluid power General rules relating to systems - Must be used in conjunction with ISO 4414:1998-Third Edition(2005 Edition)

(Applications for copies should be addressed to the National Fluid Power Association, 3333 N Mayfair Road, Suite 211, Milwaukee, WI 53222-3219)

3. General requirements.

3.1 Design. The equipment shall be new and unused, capable of performing its intended function in accordance with the operation and performance requirements specified herein. The equipment shall be complete, so that when connected to the utilities identified herein, it can be used for any function for which it is designed and constructed. Components comprising the total system shall be of the manufacturer's current production models which, on the date this solicitation is issued, has been designed, engineered and sold, or is being offered for sale through advertisements or manufacturer's published catalogs or brochures. Products such as a prototype unit, preproduction model, or experimental unit do not qualify as meeting this requirement.

3.1.1 Safety and health requirements. Covers, guards, or other safety devices shall be provided for all parts of equipment that present safety hazards. Safety devices shall not interfere with operation of the equipment. The devices shall prevent unintentional contact with the guarded part and shall be removable to facilitate inspection, maintenance and repair of the parts. Mixer parts, components, mechanisms, and assemblies furnished on the individual components forming the complete system shall comply with all specific requirements of "OSHA. Safety and Health Standards (29 CFR 1910), General Industry" that are applicable to the equipment itself. Additional safety and health requirements shall be as specified in other paragraphs of this specification.

3.1.1.1 Controls. Operating controls shall be located convenient to the operator at his normal work station.

3.1.2 Use of polychlorinated biphenyl (PCB). The use of polychlorinated biphenyl (PCB) on or in the equipment is prohibited.

3.1.3 Use of mercury. The equipment shall not contain mercury or mercury compounds, nor shall it be exposed to free mercury during manufacture.

3.1.4 Use of asbestos. The use of asbestos and materials containing asbestos on or in the furnished equipment is prohibited.

3.1.5 Environmental protection. The equipment shall not emit materials hazardous to the ecological system, as prescribed by federal, state and local statutes in effect at point of installation, under the operating, service, transportation and storage conditions described herein. Silica sand dust and cement powder dust shall be eliminated by the use of mechanical filters and/or existing ventilation systems.

3.1.6 Lubrication. Bearings (except sealed-for-life and self-lubricating type), mating gears and sliding parts shall be provided with means for lubrication. Reservoirs of splash-type systems shall be fitted with oil level

sight gauges. Automatic force feed and manually operated force feed systems shall be supplied with a filter. Manually operated systems shall have control handles mounted in an accessible location convenient to the operator. Oil holes, grease fittings and filler caps shall be easily accessible.

3.1.7 Electrical design.

3.1.7.1 Electrical equipment. Electrical components including motors, starters, relays, switches, and wiring shall conform to and be located in accordance with NEMA MG1, NEMA ICS 6, NFPA 79 and NFPA 70 standards for the intended application.

3.1.7.2 Electric power disconnect. A supply circuit disconnect device shall be provided and installed on the equipment. The device shall be either a fusible motor circuit switch or circuit breaker and shall conform to 29 CFR 1910.

3.1.7.3 Motors. Motors shall be rated for continuous duty and shall be equipped with ball bearings of the sealed and permanently lubricated type. Manually lubed bearings for motors over 50 HP are acceptable.

3.1.7.4 **(AMENDMENT 0002)** Control circuits. Main and auxiliary control circuits shall operate nominally on a circuit of 120 volts or less derived from isolation transformer(s) integral with the equipment. Step down transformers are also acceptable.

3.1.7.5 Electrical connections. Electrical connections within the equipment shall be complete and shall be made via terminals on the components, terminals, or circuit boards and bussing. Splices between terminations are not permitted. Connections and terminals shall be supported and spaced without dependence upon the wiring in the components and braced as necessary to assure withstanding the distortion forces associated with available short-circuit currents. Proper identification of wiring, bussing, terminals and circuits for function, polarity, phasing, etc., shall be adhered to throughout the equipment. Identification shall be in the form of wire markers, color coding, permanently engraved plates, and permanent markings on the devices. Adequate spacing shall be maintained throughout to avoid excessive bending of cabling and wiring, to maintain adequate separation and creepage distance between electrical potentials and between these potentials and ground, and to permit ease in disconnecting wiring and cabling during trouble-shooting and repair.

3.1.7.6 Grounding. Exposed, non-current carrying metal parts on the equipment shall be maintained at common, zero ground potential. None of the primary circuits in the equipment shall be connected to ground. A ground stud or lug on the equipment shall provide means for grounding the equipment for safety to personnel.

3.1.7.7 NEMA Plug. A NEMA type grounding plug that effectively grounds the equipment shall be acceptable for cord connected equipment.

3.1.7.8 Solid-state components. Solid-state design shall be employed throughout for electronic components. Use of selenium and other similar aging devices shall be permitted only in the application of voltage surge protection to other solid-state components. Each solid-state device shall be selected and installed to have characteristics and withstand ratings compatible with its intended function and application in assuring long life and reliability. Solid-state components shall not be adversely affected when subjected to radiated and conducted power line transients and surges typically experienced in a production type, industrial environment. Series and parallel connections of solid-state devices without forced sharing circuitry for voltage and current, respectively, is not permitted. Cathode ray tubes are excluded from this requirement.

3.1.8 New developments. The contractor shall identify any new developments that would improve the efficiency, accuracy or productivity of the equipment or would decrease its operating costs. The contractor shall notify the Contracting Officer in order that the new developments may, at the Government's option, be included in the equipment. Reports of such developments shall be addressed to the Contracting Officer with a copy addressed to:

Norfolk Naval Shipyard Detachment
Naval Foundry and Propeller Center
1701 Kitty Hawk ave
Philadelphia, PA 19112
Attn: Mr. Faris Ibrahim

3.1.9 Interchangeability. Replaceable parts shall be manufactured to definite standards, tolerances and clearances in order that such parts can be replaced or adjusted without modification of the equipment.

3.1.10 **(AMENDMENT 0002)** Maintainability. The equipment shall be designed and constructed to permit maintenance personnel to service the equipment easily and effectively using a minimal number of tools. The contractor shall provide any special tools required to service the unit (**mechanical systems only**). The equipment shall have access covers, as necessary, to facilitate inspection, cleaning and repair or replacement of internal parts.

3.2 Construction. The equipment shall be constructed of parts that are new, without defects and free of repair. The equipment shall be complete. When connected to the specified utilities, it shall be capable of any operation for which it is being purchased. The equipment shall be devoid of any defects or characteristics that will preclude conformance with any of the requirements herein.

3.2.1 Castings and forgings. Castings and forgings shall be free from defects, scale and mismatching. Processes such as welding, peening, plugging, or filling with cold solders or metallic pastes shall not be used on castings or forgings for reclaiming any parts of the equipment.

3.2.2 Welding, brazing or soldering. Welding, brazing or soldering shall be employed only where those operations are included in fabrication of the original design. These operations shall not be employed as repair measures for defective parts.

3.2.2.1 Soldering. Solder connections shall show evidence of good bonding in metal-to-metal contact. Cold solder joints, incomplete joining of solder and metal, excess or insufficient solder or damaged insulation shall be considered reason for rejection of the equipment.

3.2.2.1.1 Cleaning. Any loose, spattered solder, flux, metal chips, insulation scrap or other foreign material shall be removed from the equipment.

3.2.2.1.2 Flux and cleaning agents. Flux for soldering shall be rosin or rosin and alcohol. No acid, acid salts or acid core solder shall be used in preparation for soldering of electrical connections.

3.2.3 Fastening devices. Screws, pins, bolts, and similar internal and external parts shall be installed with means for preventing change of tightness. Parts subject to removal or adjustment shall not be swaged, peened, staked, or otherwise permanently installed. Fastening devices shall be tightened to torque limits as established by the manufacturer's standard for tightening to preclude loosening by normal operation or vibration.

3.2.4 Equipment fastening. Floor and deck mounted equipment shall be provided with adequate holes in feet, lugs, etc., to permit fastening to foundation or deck pads.

3.2.5 Surfaces. Surfaces of castings, forgings, molded parts, stampings and welded parts shall be cleaned and free from sand, dirt, fins, sprues, flux or other harmful or extraneous materials. External surfaces shall be smooth. Edges shall be rounded or beveled unless sharpness is required to perform a function.

3.2.6 Painting. The equipment shall be properly painted. Painting may be the manufacturer's standard practice. Prior to painting, surfaces shall be properly prepared and primed. Painting shall provide a highly wear-resistant finish that guarantees continued protection to the surfaces covered against the specified environment under all service conditions. The manufacturer's standard color shall be provided.

3.2.7 Threads. Threaded parts shall conform to Federal Standard H28.

3.2.8 **(AMENDMENT 0002)** Gears. Gears used in the machine and its components shall be machined in either the inch or metric system. Gears shall meet the requirements of AGMA 360. The conversion factors and methods specified in ANSI-Z 210.1 shall be used for conversion of metric units (SI) to U.S. Customary System of Units (US) for comparison purposes. **Exception is provided for special purpose, very large gears used to drive the mixer pan.**

3.2.9 Dials. All dials shall be graduated. Dial diameter shall be such that the graduations may be easily read from the normal operating position. Dials shall be permanently and legibly engraved, etched, embossed or stamped in boldface on a contrasting background. Dials shall be provided with positive means to maintain the dials at the desired setting. Dials shall be in the English system only.

3.2.10 **(AMENDMENT 0002)** Digital readouts. **Contractor to provide standard industrial digital readouts where needed.**

3.2.11 Enclosure. Components of the equipment shall be contained in an enclosure(s) of structural and sheet steel. Provisions shall be made for power cable entrance. The enclosure(s) shall be of drip-proof construction and of minimum size consistent with good design practices and ventilation of components.

3.2.12 Ferrous parts. Exposed ferrous parts such as screws, bolts, nuts, washers, etc., shall resist corrosion in a salt-laden, moist, variable temperature atmosphere. Protection such as cadmium or chrome plating, galvanizing or other electrical/chemical process, or stainless steel is acceptable.

3.2.13 Dissimilar metals Dissimilar metals shall not be used in direct contact with each other without suitable means for preventing electrolytic corrosion.

3.2.14 Controls panels, instruments and plates. Wording and numbers on all control panels, instruments, charts and plates shall be permanently and legibly displayed in bold face, English language characters on a contrasting background.

3.2.15 Controls and instrumentation. Operator controls, instrumentation and indicators shall be mounted convenient to operating personnel. Such devices shall be clearly and legibly marked for function and identification. Controls shall be fitted with suitable handles, pushbuttons, or control knobs, as applicable. Gauges and instruments mounted in the control panel shall be designed for recalibration.

3.2.16 Handling devices.

3.2.16.1 Lugs or lifting eyes (if applicable) The equipment shall be provided with lugs or lifting eyes arranged with the vertical center of gravity for safe handling and transport by overhead crane. When suspended, the equipment shall hang perpendicular within five degrees of true vertical. The arrangement shall provide a stable and balanced lift with a load safety factor of at least five times the total weight of the equipment.

3.2.16.2 (AMENDMENT 0002) RESERVED

3.2.17 Workmanship. Workmanship shall be commensurate with the requirements of this specification and of such quality that denotes the performance of skilled and experienced personnel trained in the field of work performed.

3.2.18 Meter(s). The equipment shall be fitted with a meter(s) to measure operating time of the mixer.

3.2.18.1 Meter, time totalizing, design and mount. The time totalizing meter shall be of the non-resetting type. It shall have a range of 0 to 100,000 hours in increments of 1 hour; 99999 shall be the maximum readout. The least significant digit on the meter readout shall be 1 hour. Lesser increments are not acceptable. Upon reaching the maximum accumulative hours, the meter readout shall automatically revert to zero and continue to totalize time. The meter shall be designed to prevent entrance of dust and moisture and shall be mounted to withstand shock and vibration generated by the equipment. The meter shall be readily visible, but not subject to abuse relative to the operating environment of the equipment.

3.2.19 Caution - warning plates. Corrosion resistant "Caution" or "Warning" plates shall be securely attached to the equipment in prominent, visible locations. All safety precautions to be observed by the operator or maintenance personnel shall be permanently marked on the plates.

3.2.20 Identification plate. A corrosion resistant identification plate shall be securely and conspicuously placed on major pieces of equipment. It may be the manufacturer's standard, but, as a minimum, it shall contain the following information:

- Nomenclature
- Contractor's Name
- Manufacturer's Model Designation
- Manufacturer's Serial Number
- Electrical Utilities (Volts, H.P., Amps, Frequency, Phases, etc.)
- Other Utilities (GPM, CFM, PSI, etc.), as applicable
- Contract Number
- Date of Manufacture

3.2.21 Lubrication chart or plate. A lubrication plate or chart shall be securely attached to major pieces of equipment. If a chart is furnished, it shall be placed in a transparent plastic folder or laminated between permanently sealed clear plastic sheets. The following information shall be furnished on the chart or plate:

- Points of application
- Service interval

Type of lubricant
Viscosity
Federal or Military Specification Number (if available)

3.3 Cranes and rigging. The receiving activity will supply cranes and rigging services when asked to by the contractor.

3.4 Soil disposal. The activity will dispose of soil resulting from excavation for footings for the equipment.

3.5 Facilities. Electricity, water, and toilet facilities required during installation will be provided by the receiving activity.

3.6 Painting. The contractor shall provide all labor, equipment, and materials to properly paint all devices and equipment that form a part of the installation.

3.7 Utilities. The equipment shall be designed and constructed to be complete for operation on the following available utilities: The contractor shall specify compressed air and water requirements.

Electric: Single Service 460 volts (+10%), 3 phase, 60 Hertz

Compressed Air: Contractor to specify PSI, _____ CFM,
_____ unregulated _____ regulated, (+ _____ %)

Water: Contractor to specify PSI, _____ GPM, _____ degrees Fahrenheit (maximum)

3.7.1 **(AMENDMENT 0002)** Air compressor, air receiver/air dryer. **A compressor of sufficient capacity and air quality as determined by the contractor to operate the system shall be supplied in order to supplement the existing shop air.** Existing system is fed by two Ingersoll-Rand EP60 air compressors rated at 247 ASCFM each. The air compressor work in a lead/lag cycle feeding a 400 Gallon Ingersoll-Rand TM-400 air receiver. The air is filtered and dried with an Ingersoll-Rand TM200 refrigerated dryer and Ingersoll-Rand NLM-2 filter. Daily usage by the shop has been averaging 330 ASCFM. **The contractor shall provide all piping, valving, and air controls from the new compressor as well as the installation including the concrete support pad. NFPC will provide a 1-1/4" shop air hook-up within 25 Ft of the planned tower.**

3.8 Components. The equipment shall consist of, but is not limited to the following described principal components, attachments and accessories necessary to meet the operational and performance requirements specified herein:

3.8.1 Cement mixer One (1) 45 CU. FT. bottom discharging, rotating pan type cement mixer. The mixer shall be of the rotating pan design with bottom discharge, equipped with a high speed mixing rotor used as the primary mixing tool, a low speed plow to be used for bottom cleaning, mixing and aid in discharging.

3.8.1.1 Mixer pan. The mixer pan shall be of a heavily welded steel fabrication supported by a bearing, and turned via a gear ring attached to the bottom of the pan. A sufficiently sized electric motor shall be used to drive the gear pinion. The pan shall be lined on the bottom and side walls by replaceable wear liners.

3.8.1.2 High speed mixing rotor. The high speed mixing rotor will act as the main mixing device and shall be of the manufacturer standard as to the number, design and materials of the blades. The rotor shall be driven by a minimum 75 HP electric motor.

3.8.1.3 Discharge gate. The discharge of the mix shall be accomplished through a centrally located, pneumatically operated discharge gate. When open, the gate shall be completely removed from the discharge opening. A gate that would hinge down is not acceptable because of height restrictions. Minimum height allowed between discharge opening and the floor is 5 Feet.

3.8.1.4 Mixing pan hood. The rotor pan shall be totally enclosed on the top and the sides by a removable dust hood. This hood shall be a steel fabrication that is sealed against the top and inside of the pan wall. The hood shall not have any protrusions into the pan area to allow for easy cleaning. The hood shall also have one adequately sized sealed access door for inspection and manual charging if it becomes necessary, one vent opening, vent can be hooked to existing plant dust collection if desired, the main charging opening, and a 2" water inlet.

3.8.1.5 Dust seal. A dust seal shall be provided between the rotating pan wall and the stationary dust hood. This is a requirement to minimize the hazardous emissions of Silica dust during charging and high intensive mixing. The dust hood seal design shall be of the manufacturer standard. All rotors shaft seals shall be of a double seal design of the manufacturer standard.

3.8.1.6 Materials. All parts in contact with the corrosive mix i.e. Mixing rotors, liners, top of cover shall be 304 Stainless steel.

3.8.2 Carbon steel sand delivery system. A complete dense phase mass transport system shall be supplied to convey sand from an existing 250 Ton sand silo to an existing 200 CU FT surge hopper located in an existing steel tower where the inlet to the hopper is 46 Ft above the foundry floor.

3.8.2.1 Dense phase pneumatic sand transporter and piping. A dense phase pneumatic sand transporter shall be of the manufacturer standard design and shall be capable of delivering sand to the surge hopper that feeds alternately two cement mixers in 3000 lbs sand batches according to a predetermined timed cycle. The manufacturer shall determine the type of blow tank, the size of the delivery pipe, the routing of the piping system to minimize pressure drop, the air pressure and velocity that would insure free flowing sand, and the appropriate dense phase flow type for fine sand i.e. continuous dense phase flow, plug flow, discrete plug flow, or dune flow. All vertical sections of pipe shall have means to remove sand from the pipe in case of blockage i.e. "Y" section at the bottom of the rise. The manufacturer shall determine if bypass air shall be injected in the horizontal sections to break-up solid plugs of sand or pressure actuated valves that allow injected air to breakup horizontal plugs. Blinded Tee bends are preferable over 90 Degrees elbows where needed regardless of the lower velocities of dense phase flow systems because of the extreme abrasiveness nature of sand. The delivery sand pipe shall be hung on the existing pipe support structure. Existing piping on the support structure will remain.

3.8.3 Sand and delivery from existing surge hopper to the new weigh hopper. This system is required to deliver the sand in the existing surge hopper to a new weigh hopper.

3.8.3.1 Sand and screw feeder. A new screw feeder shall be mounted at the outlet flange of the existing surge hopper. The outlet is a "Y" outlet. The contractor shall be responsible for blanking off one leg of the "Y" and connect the inlet to the other leg. The screw shall be sized properly to account for the 3000 Lbs batches in a

predetermined timed cycle. The length of the barrel shall be sized to allow it to discharge in the new weigh hopper. The mounting of the screw feeder and its drive motor shall be on the existing steel structure.

3.8.3.2 Sand and screw feeder accessories. A controlled fast acting discharge gate valve shall be provided on the outlet of the screw feeder. The valve shall be properly sized and equipped with a pneumatic actuator of the manufacturer standard design. An outlet flexible coupling shall be supplied on the discharge of the screw feeder and connected using appropriately sized flange and gasket to one of the inlet of a new weigh hopper.

3.8.4 Carbon steel cement delivery system. A cement delivery system shall be supplied complete with all sub-components necessary to convey cement from bulk bags to a new 200 CU FT tank and a new cement screw feeder connected to the new weigh hopper. The method of delivery of the cement shall be the manufacturer standard design. However, it is recommended that the cement bulk bag carrier shall be located on the floor level and the cement pneumatically delivered to a new surge tank located above the weigh hopper. This method will insure safe and ease of replacement of the bulk bags. A filter shall be supplied to eliminate cement dust from escaping to the shop environment. Alternately, the existing filter located under the existing sand surge tank can be used for that purpose.

3.8.4.1 200 Cu Ft Cement Tank. A new 200 CU FT Carbon Steel tank shall be supplied to store cement delivered from bulk bags. The tank shall be fabricated as a minimum of 10 Gage carbon steel. The tank design shall be of the manufacturer standard design and shall have a minimum rated capacity of 200 cubic feet. The tank shall be equipped with 2 flanged connections on inlet and outlet. A bin flow device shall be supplied and a level indicator used as part of the overall plant cycle. A controlled discharge valve shall be supplied on the outlet of the cement screw feeder.

3.8.4.2 Cement screw feeder. A new screw feeder shall be mounted at the outlet flange of the cement tank. The screw shall be sized properly to account for the 500 Lbs batches of cement in a predetermined timed cycle. The length of the barrel shall be sized to allow it to discharge in the new weigh hopper. An inlet/outlet flexible coupling with a flange and gasket shall be supplied to connect the screw feeder with the weigh hopper. The mounting of the screw feeder and its drive motor shall be on a new steel structure.

3.8.4.3 Dilute phase cement delivery system A dilute phase system shall be used to draw cement from the bulk bags to the cement tank. It shall be of the manufacturer standard design and interfaced to the PLC. The system shall be complete including a pickup manifold and piping to interconnect the system. Vertical rises shall have means for emptying a clogged condition. A filter on the cement tank is optional. The manufacturer can opt to vent the tank to an existing bag house.

3.8.5 Carbon steel weigh hopper system. A 45 CU FT weigh hopper shall be supplied with all the necessary sub-components to allow for the sand and cement batches conveyed by the systems described in sections 3.8.3 and 3.8.4 to be weighed and than allowed to be dumped from the weigh hopper alternately into the two mixers below in a controlled cycle.

3.8.5.1 Weigh hopper. The weigh hopper shall be fabricated as a minimum of 10 gage carbon steel. The hopper design shall be of the manufacturer standard design and shall have a minimum rated capacity of 45 cubic feet. The hopper shall be equipped with 2 flanged connections on top to receive sand from the sand surge tank, and cement from the cement tank. The required weights delivered to the mixer per batch are as follows:

- 3,000 Lb of sand
- 500 Lb of cement

The hopper shall be equipped with 3 pads for mounting 3 calibrated load cells and a summing box. The hopper shall also be equipped with flow aid devices. All these sub-components shall be of the manufacturer standard design. On the outlet side the hopper shall be equipped with a 12" pneumatic slide gate valve and all the necessary accessories to allow the valve to be attached to the outlet. Under the slide gate valve, a 12" pneumatic diverter valve shall be supplied with all its accessories for mounting on the hopper. The function of this valve is to divert the load into the two mixers located underneath. Two 12" mixer charging chutes coming out of the diverter valve in a "Y" shaped pipes, shall be supplied with two sets of inlet/outlet flexible couplings along with flanges and gaskets for connection to the two mixer inlets.

3.8.6 Water dosing system. A water dosing system of the manufacturer standard design shall be supplied to meter water into the two mixers according to a predetermined controlled cycle. The activity will supply a 1½" water pipe and shutoff valve within 20 Ft of the site. The contractor is responsible for connecting the water dosing system to this pipe. The system shall include a volumetric turbine type meter interfaced to the PLC. An associated train of bulk and dribble valving shall be supplied to complete the system.

3.8.7 Mixing system structural steel platform. The contractor shall supply a structural carbon steel platform to support the new mixer and an existing Lancaster Products K6 mixer side by side. The platform shall be strong enough to withstand all the static and dynamic forces acting on the platform so as to provide a stable and safe foundation for the mixing plant. The platform shall be sized correctly to accept the batch controller the mixing plant operator and allow for access to maintenance personnel to work on the mixers. The height of the platform shall be enough to allow for the discharge totes to be easily placed under the mixer discharge gates. Height under the mixer shall also allow for a future integration of a motorized system for the discharge totes. The platform shall also be equipped with safety railing, integrated stairway for access and diamond plate decking.

3.8.8 Independent steel structure and platforms. An independent carbon steel structure is required to support the cement tank, the cement motorized screw feeder, the weigh hopper, and all their associated piping and devices. The structure shall be strong enough to support all the static and dynamic loads imposed on it without failure. The structure shall also be equipped with a minimum of two maintenance platforms located at elevations where equipment in need of routine maintenance is located. These platforms shall be accessed with stairways and or ladders with safety cages. The platforms shall have safety railing, ¼" tread plates and toe kicks.

3.8.9 Automatic batching and mixer control system. The cement plant shall be provided with a Programmable logic controller (PLC) to perform, but not limited to, the following functions:

- Run the two mixers (mix cycles, open and close gate valves)
- Provide automatic batching control including:
 - Transport sand and cement into their respective tanks
 - Run the sand and cement screw feeders
 - Open gate valves to let sand and cement in the weigh hopper
 - Close inlet gate valves
 - Weigh the batch
 - Open alternately the discharge gate valves to the mixers
 - Close discharge valve and open inlet gate valves according to a timed cycle
- Provide paddle wheel water batching control
- Provide for warning lights indicating low sand, low cement conditions provided by bi-indicator signals and any other appropriate functions necessary for the safe and proper operations of the equipment.

3.9 Typical operating cycle. Assuming enough sand and cement are in their respective tanks, the operator shall set the application of one or two mixers to be used in the production run, as well as set the number of batches desired. The operator shall energize the mixer to be used in Auto mode of operation and start the process by pressing a start push button. Sand and cement is then dispensed in the weigh hopper and a signal to the diverter valve shall deliver the batch to the active mixer. Water shall be dispensed next in the active mixer by appropriate water valve operation and signals to the water meter. The quantity of water introduced in the process is dependant on the percent moisture content of the sand that is supplied and keyed in the PLC controller by the operator. After dry material has been dispensed in the active mixer, the next batch shall be weighed in the weigh hopper and dispensed in the same mixer or the next as appropriate. This process shall be repeated until the batch count has been satisfied. The controller shall also initiate sand and cement transport as needed by signals from level indicators in the respective bins. Once the mixing cycle is satisfied, the operator shall indicate to the controller that an empty tote is in place. When that indication is satisfied the controller shall open the discharge gate at the bottom of the mixer and the mix dispensed in the tote.

3.10 Training.

3.10.1 On-Site training. Training shall commence immediately following final acceptance. A contractor's representative(s) shall train personnel on site at the receiving activity. Contractor's representative(s) must be an American citizen of good standing and repute. The training period shall not be less than 3 consecutive, eight hour work days for personnel in the disciplines described in sections 3.10.2 through 3.10.4, training can be done concurrently. Training shall be between the hours of 0700 and 1600 hrs, M-F excluding federal holidays and weekends. The contractor shall notify the receiving activity in writing not less than 30 days prior to commencement of training as to the training schedule. The training shall apply to personnel as follows:

3.10.2 System operators. Cement plant operator training shall include all required operational and safety procedures that would allow NFPC personnel to safely operate the mixer. Training shall be provided for three (3) mixer operators.

3.10.3 Maintenance personnel (mechanical/hydraulic). Maintenance training shall include trouble-shooting and methods of correction if the equipment malfunctions, with particular emphasis on minimizing equipment down time. Training shall be provided for 2 mechanical/hydraulic maintenance personnel.

3.10.4 Maintenance personnel (electrical/electronic). Maintenance training with respect to controls and related components shall include trouble-shooting and methods of correction should equipment malfunction, with emphasis on minimizing equipment down time. Training shall be provided for two (2) electrical/electronic maintenance personnel.

3.11 Manuals and drawings. All manuals and drawings shall be hard copy format and delivered to Mr. Faris Ibrahim at the Naval Foundry and Propeller Center in Philadelphia, PA.

3.11.1 Manuals. The successful contractor shall submit in triplicate, operator manuals, maintenance manuals, installation procedures and all the necessary documents written in the English language required for the successful installation, operation and maintenance of the mixer and its supporting equipment.

3.12 Drawings

The successful contractor shall submit three copies each Foundation and Installation drawings. Installation drawings shall specify all the required information necessary to install the cement mixer and all the components

of the sand delivery system including all required utilities, and clearly delineating contractor and government furnished material or services.

3.12.1 Installation drawings. Not later than 60 days after effective date of contract, English language installation drawings shall be provided, in the manufacturer's standard format. The drawings shall contain as a minimum, but shall not be limited to, the following information:

- a. Overall and principal dimensions in sufficient detail to establish:
 - 1) limits of space in all directions required for installation, operation and servicing;
 - 2) amount of clearance required to permit opening of doors and removal of plug-in units;
 - 3) clearance for travel or rotation of any moving parts.
- b. Interface mounting and mating information, such as dimensions of location for attaching hardware.
- c. Interface pipe and cable attachments required for installation and co-functioning of the item to be installed with related items.
- d. Information necessary for preparation of foundation plans, including mounting place details, hardware requirement lists, drilling plans and shock mounting buffers details.
- e. Size and location of ducts.
- f. Weight of unit.
- g. Location, type and dimensions of cable entrances, terminal boards and electrical connectors.
- h. Interconnecting and cable detail.

3.12.2 Erection drawings. Three sets of erection drawings shall be supplied and stamped by a Pennsylvania (PA) engineer. The design shall be according to the manufacturer standard design practices.

4. Quality assurance.

4.1 Responsibility for inspection. The contractor is responsible for performance of all inspection requirements specified herein. The contractor may utilize his own facility or any other commercial facility acceptable to the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure that supplies and services conform to the prescribed requirements.

4.2 Quality assurance at origin. Quality Assurance shall consist of the examination and tests at origin and the inspection of preparation for delivery for preservation, packaging and packing to determine conformance to ASTM-D-3951 and notes of section B. Shipment of supplies shall not be authorized until after successful completion of Quality Assurance at origin.

4.2.1 Preparation for delivery. The supplies shall be prepared for shipment in accordance with the provisions identified herein. Yellow packaging, packing, preservation and marking, in any form or manner, regardless of the method of preparation specified, is prohibited.

4.2.2 Acceptance at origin. Acceptance at origin applies to the new mixer only. Acceptance shall be contingent upon satisfactory completion of the Quality Assurance requirements at origin.

4.2.3 Examination at origin. The supplies offered for delivery shall be examined for design, construction, components, electrical equipment and workmanship to determine conformance with the requirements of this specification. The fit of parts shall be observed with particular reference to interchangeability of those likely to require replacement.

4.2.4 Operational test at origin. The mixer shall be operated unloaded to assure correct operation of the various components and adjustments, corrections etc. performed as required. All system capacity and dimensions shall be measured and checked for compliance with requirements specified for the size of the mixer and components under test.

4.3 Examination at destination Examination at destination shall consist of inspection for damage in shipment, verification of quantities and any visual inspection deemed necessary by the receiving activity. The receiving activity will verify that supplies received conform to the requirements of the specification.

4.3.1 Acceptance at destination. Final acceptance of the supplies furnished shall be made at destination by Code 1423. Acceptance shall be based upon satisfactory completion of the examination and tests at destination. During tests, cognizant personnel of the receiving activity shall be alert for possible signs of improper performance, malfunction and potential unreliability.

4.3.2 Test at destination.

4.3.3 Performance test. Upon completion of installation at the receiving activity, the equipment shall be placed in service, in the actual application, for a period equivalent to a simulated batching cycle (Ram up of a propeller). This test shall be used to demonstrate reliable operation and performance of all the components that constitute the system to the satisfaction of NFPC.

5.0 (AMENDMENT 0002) Installation scope. The contractor shall be responsible for installation and shall include all materials and labor required to assemble the new and an existing cement mixer, sand delivery system and all related equipment to install and make operable the equipment and systems described herein. **NFPC will provide 460V, 3-phase, 60 Hz, 400 Amp disconnect switch at grade level at the base of the tower, 1 ½" capped water pipe within 25 Ft of the base of the tower, 1 ¼" shop air pick up point within 25 Ft of the base of the tower, verify and remedy the operation of legacy systems connected with the operation of the system including the silo (electrically and mechanically), pneumatic gate valves at the base of the silo, demolish a section of piping and all components of the old sand transport system to an area just inside the foundry wall to allow for the new system piping, and empty all the existing sand currently stored inside the silo and the existing sand bin mounted on the tower. NFPC will also insure a flat floor free of any obstructions at the tower site.**

5.1 Installation coordination. The contractor shall coordinate the proposed installation schedule with the receiving activity within 90 days after award of contract. The installation schedule shall be subject to approval of the receiving activity.

5.2 Installation duties. The contractor shall provide all tools, equipment, material and labor necessary to install the cement mixer and sand delivery system and all their related systems, piping, interconnecting hoses, cables, disconnects, and connectors. Disturbed surfaces, disconnected machinery or equipment shall be returned to original condition unless such condition is required for the equipment or system being supplied hereunder. The contractor shall provide a completely operational system(s) capable of meeting the inspection and test requirements of paragraph 4.

5.3 Structural installation. The contractor shall accurately set, align, plumb, field connect with sufficient bolts, or weld all structural steel required to make installed equipment permanent. Temporary bracing shall be provided, and subsequently removed, as necessary.

5.4 Mechanical installation. The contractor shall provide all labor, fluids, and materials to move, locate, set level, align, lubricate, and make ready to operate all equipment required by this contract. All machinery shall be installed to original manufacturer's tolerances.

5.5 Electrical installation. The contractor shall provide all labor, wiring, and materials for complete installation of any requisite electrical equipment shall conform to NFPA 70. Installation shall include necessary power, control, and interconnecting wiring installed in conduit.

5.6 **(AMENDMENT 0003) Demolition**. The contractor is responsible for site preparation including demolition and concrete work as necessary. **NFPC is responsible for the demolition of a 16" Diameter pipe under an existing air receiver under the existing silo. See paragraph 5.0 for additional NFPC responsibilities.** An existing dust collector on top of the silo also needs to be removed and replaced with a new one as called for in the components section. The height of the silo is at 40 Ft above street level. The contractor shall use a mobile crane to accomplish this task. The contractor shall also be responsible for any concrete required for installing equipment like the air receiver and the air dryer and any other minor concrete work. Existing concrete under the main platforms and the mixers is adequate to support all the dynamic and static loads that might be anchored to it. The Naval Foundry and Propeller Center (NFPC) feels confident **that the existing floor is acceptable to support the new equipment** based on previous core borings and previous equipment that was installed in the same location.

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INSTALLATION RESPONSIBILITIES

Government Contractor

- | | | | |
|------|--------|----|--|
| () | (xx) | a. | Provide machine foundation in accordance with the manufacturer's design requirements. |
| (xx) | () | b. | Furnish labor and material handling equipment for off-loading and placing item on foundation. |
| () | (xx) | c. | Provide and install anchor bolts and nuts. |
| () | (xx) | d. | Set and rough level the machine on its foundation. |
| () | (xx) | e. | Level and align machine. |
| () | (xx) | f. | Connect machine to the provided utilities hook-up. |
| () | (xx) | g. | Provide all necessary tools, gages, and instrumentation necessary to perform the required tests. |
| () | (xx) | h. | Provide and charge all systems with fluids in accordance with manufacturer's instructions. |
| (NA) | (NA) | i. | Test material for performance testing at Government facility. |
| (NA) | (NA) | j. | Test material for performance testing at Contractor's facility. |

GOVERNMENT RESPONSIBILITIES

- (XX) Provide unobstructed utilities hook-up within 20 feet of the machine.
- (XX) Assign one maintenance mechanic (mechanical/hydraulic) and one maintenance mechanic (electrical/electronic) to provide information and limited additional materials for the contractor's representative during installation, verification and initial start up of the machine.

QUALITY ASSURANCE PROVISION 215

(94074)

1. MANDATORY CONTRACTOR INSPECTION SYSTEM:

The inspection system identified in FAR clause 52.246-2, Inspection of Supplies - Fixed Price, applies. The inspection system shall, as a minimum, encompass all tests and examinations specified in para 3 below. Records of all these examinations and tests shall be maintained by the contractor for a period of at least two years after final contract delivery.

2. CALIBRATION REQUIREMENTS:

Contractor's inspection and test equipment utilized in determining conformity of supplies with contract requirements shall have a current valid calibration traceable to National Institute of Standards and Technology (NIST). This calibration is to have been performed within the past 12 months or the contractor maintains sufficient documented records proving continuing equipment accuracy and control throughout the established interval.

3. INSPECTION AND TEST:

a. The contractor shall perform or have performed all inspections (examinations and tests) required to substantiate that the supplies provided under the contract conform to the technical requirements for the manufacturer's item(s) specified in the contract.

b. VISUAL/DIMENSIONAL INSPECTIONS: Any departure from a specified requirement shall be classified as a defect. Any defect shall be cause for rejection of the entire shipment quantity.

c. END ITEM TESTS: Failure of a sample unit to pass any test shall be cause for rejection of the entire shipment quantity.

d. EXAMINATION OF PREPARATION FOR DELIVERY: An examination of preservation, packaging, packing and marking shall be performed to determine compliance with contract requirements. Any non-conformance with contractual requirements shall be cause for rejection of the entire shipment quantity.

e. Any defective item discovered by the Government after shipment may be cause for rejection of the entire contract quantity.

Inspection: Origin

Acceptance: Destination

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KERCHER INDUSTRIES (KI) COMPLIANCE & EXCEPTIONS FOR:
FOR
PURCHASE DESCRIPTION
FOR A
CEMENT MIXER AND SAND DELIVERY SYSTEM

- Original submittal: 09/08/08
- Re-Formatted Per DSCR Request: R1 – 02/18/09
- Revised Per DSCR Request pursuant to Amendments 0002 & 0003: R2 – 02/23/09
3.1.7.4, 3.1.10, 3.2.8., 3.2.10, 3.2.16.2, 3.7.1, 5.0, 5.6

1. Specifications.

1.1 Scope. This specification covers the procurement of a 45 Cu.Ft. cement mixer and a sand delivery system complete with all the components necessary to allow for dense phase mass transport of sand from an existing 250 Ton sand silo and dilute phase transport cement from bulk bags to two alternating cement mixers where the cement and sand are combined with water and mixed in an automated and controlled cycle after which the mixed batch is delivered through bottom opening gates to existing bins.

-----KI will comply with the above-----

2. Applicable documents. The following documents form a part of this specification, to the extent specified herein. Unless otherwise indicated, the issue in effect on date of solicitation shall apply.

-----KI will comply with the following Line Item "2." Documents -----

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 - OCCUPATIONAL SAFETY AND HEALTH STANDARDS (2006 EDITION)

(Address application for copies to Department of Labor, 200 Constitution Ave., N.W.
Washington D.C. 20210 Phone 1-866-487-2365)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM-D-3951- STANDARD PRACTICE FOR COMMERCIAL PACKAGING (1998
EDITION R2004)

(Address application for copies to ASTM International, 100 Barr Harbor Drive, West
Conshohocken, PA., 19428-2959, PHONE 610-832.9672)

NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA)

NEMA ICS 6 - INDUSTRIAL CONTROLS AND SYSTEMS ENCLOSURES (2005 EDITION)

NEMA MG 1- MOTORS AND GENERATORS (2006 EDITION)

(Address application for copies to the National Electrical Manufacturer's Association. 1300 NORTH 17TH STREET; SUITE 1752, ROSSLYN, VA, 22209, PHONE 703-841-3200)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 - NATIONAL ELECTRICAL CODE (2008 EDITION)

NFPA 79 - ELECTRICAL STANDARDS FOR INDUSTRIAL MACHINERY (2006 EDITION)

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(Application for copies should be addressed to the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101)

NATIONAL FLUID POWER ASSOCIATION (NFPA)

NFPA T2.25. 1 R2 - Pneumatic fluid power Systems standard for industrial machinery
Supplement to ISO 4414:1998 Pneumatic fluid power General rules relating to systems - Must be used in conjunction with ISO 4414:1998-Third Edition(2005 Edition)

(Applications for copies should be addressed to the National Fluid Power Association, 3333 N. Mayfair Road, Suite 211, Milwaukee, WI 53222-3219)

3. General requirements.

3.1 Design. The equipment shall be new and unused, capable of performing its intended function in accordance with the operation and performance requirements specified herein. The equipment shall be complete, so that when connected to the utilities identified herein, can be used for any function for which it is designed and constructed. Components comprising the total system shall be of the manufacturer's current production models which, on the date this solicitation is issued, has been designed, engineered, and sold, or is being offered for sale through advertisements or manufacturer's published catalogs or brochures. Products such as a prototype unit, preproduction model, or experimental unit do not qualify as meeting this requirement.

-----KI will comply with the above-----

3.1.1 Safety and health requirements. Covers, guards, or other safety devices shall be provided for all parts of equipment that present safety hazards. Safety devices shall not interfere with operation of the equipment. The devices shall prevent unintentional contact with the guarded part and shall be removable to facilitate inspection, maintenance and repair of the parts. Mixer parts, components, mechanisms, and assemblies furnished on the individual components forming the complete system shall comply with all specific requirements of OSHA Safety and Health Standards (29 CFR 1910), General Industry" that are applicable to the equipment itself. Additional safety and health requirements shall be as specified in other paragraphs of this specification.

-----KI will comply with the above-----

3.1.1.1 Controls. Operating controls shall be located convenient to the operator at his normal work station.

-----KI will comply with the above-----

3.1.2 Use of polychlorinated biphenyl (PCB). The use of polychlorinated biphenyl (PCB) on or in the equipment is prohibited.

-----KI will comply with the above-----

3.1.3 Use of mercury. The equipment shall not contain mercury or mercury compounds, nor shall it be exposed to free mercury during manufacture.

-----KI will comply with the above-----

3.1.4 Use of asbestos. The use of asbestos and materials containing asbestos on or in the furnished equipment is prohibited.

-----KI will comply with the above-----

3.1.5 Environmental protection. The equipment shall not emit materials hazardous to the ecological system, as prescribed by federal, state and local statutes in effect at point of installation, under the operating, service, transportation and storage conditions described herein. Silica sand dust and cement powder dust shall be eliminated by the use of mechanical filters and/or existing ventilation systems.

-----KI will comply with the above-----

3.1.6 Lubrication. Bearings, (except sealed-for-life and self-lubricating type) mating gears and sliding parts shall be provided with means for lubrication. Reservoirs of splash-type systems shall be fitted with oil level

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sight gauges. Automatic force feed and manually operated force feed systems shall be supplied with a filter. Manually operated systems shall have control handles mounted in an accessible location convenient to the operator. Oil holes, grease fittings and filler caps shall be easily accessible.

-----KI will comply with the above-----

3.1.7 Electrical design.

3.1.7.1 Electrical equipment. Electrical components including motors, starters, relays, switches and wiring shall conform to and be located in accordance with NEMA MG 1, NEMA ICS 6, NFPA79, and NFPA70 standards for the intended application.

-----KI will comply with the above-----

3.1.7.2 Electric power disconnect. A supply circuit disconnect device shall be provided and installed on the equipment. The device shall be either a fusible motor circuit switch or circuit breaker and shall conform to 29 CFR 1910.

-----KI will comply with the above-----

3.1.7.3 Motors. Motors shall be rated for continuous duty and shall be equipped with ball bearings of the sealed and permanently lubricated type. Manually lubed bearings for motors over 50 HP are acceptable.

-----KI will comply with the above-----

3.1.7.4 Control circuits. ~~Main and auxiliary control circuits shall operate on a circuit of 115 volts or less derived from isolation transformer(s) integral with the equipment. Step down transformers are also acceptable.~~

-----KI takes exception to the above-----

Our standard control voltage transformers take the primary input voltage and modify it to a nominal 120 volt output, which may be greater than 115 volts.

-----3.1.7.4. Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

3.1.7.4 Control circuits. Main and auxiliary control circuits shall operate nominally on a circuit of 120 volts or less derived from isolation transformer(s) integral with the equipment. Step down transformers are also acceptable.

-----Above revision was accepted by KI on 08/15/08-----

3.1.7.5 Electrical connections. Electrical connections within the equipment shall be complete and shall be made via terminals on the components, terminals, or circuit boards and bussing. Splices between terminations are not permitted. Connections and terminals shall be supported and spaced without dependence upon the wiring in the components and braced as necessary to assure withstanding the distortion forces associated with available short-circuit currents. Proper identification of wiring, bussing, terminals and circuits for function, polarity, phasing, etc. shall be adhered to throughout the equipment. Identification shall be in the form of wire markers, color coding, permanently engraved plates, and permanent markings on the devices. Adequate spacing shall be maintained throughout to avoid excessive bending of cabling and wiring to maintain adequate separation and creepage distance between electrical potentials and between these potentials and ground and to permit ease in disconnecting wiring and cabling during trouble shooting and repair.

-----KI will comply with the above-----

3.1.7.6 Grounding. Exposed, non-current carrying metal parts on the equipment shall be maintained at common, zero ground potential. None of the primary circuits in the equipment shall be connected to ground. A ground stud or lug on the equipment shall provide means for grounding the equipment for safety to personnel.

-----KI will comply with the above-----

3.1.7.7 NEMA Plug. A NEMA type grounding plug that effectively grounds the equipment shall be acceptable for cord connected equipment.

-----KI will comply with the above-----

3.1.7.8 Solid-state components. Solid-state design shall be employed throughout for electronic components. Use of selenium and other similar aging devices shall be permitted only in the application of voltage surge protection to other solid-state components. Each solid-state device shall be selected and installed to have characteristics and withstand ratings compatible with its intended function and application in assuring long life and reliability. Solid-state components shall not be adversely affected when subjected to radiated and conducted power line transients and surges typically experienced in a production type industrial environment. Series and parallel connections of solid-state devices without forced sharing circuitry for voltage and current, respectively, is not permitted. Cathode ray tubes are excluded from this requirement.

-----KI will comply with the above-----

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3.1.8. New developments. The contractor shall identify any new developments that would improve the efficiency, accuracy or productivity of the equipment or would decrease its operating costs. The contractor shall notify the Contracting Officer in order that the new developments may, at the Government's option, be included in the equipment. Reports of such developments shall be addressed to the Contracting Officer with a copy addressed to:

Norfolk Naval Shipyard Detachment
Naval Foundry and Propeller Center
1701 Kitty Hawk Avenue
Philadelphia, PA 19112
Attn: Mr. Faris Ibrahim

-----KI will comply with the above-----

3.1.9. Interchangeability. Replaceable parts shall be manufactured to definite standards, tolerances and clearances in order that such parts can be replaced or adjusted without modification of the equipment.

-----KI will comply with the above-----

3. 1.10 Maintainability. ~~The equipment shall be designed and constructed to permit maintenance personnel to service the equipment easily and effectively using a minimal number of tools. The contractor shall provide any special tools required to service the unit. The equipment shall have access covers, as necessary, to facilitate inspection, cleaning and repair or replacement of internal parts.~~

-----KI Clarification to the above-----

The requirement for special tools for maintainability shall not be interpreted to include lap top computer or PLC programming software.

-----3.1.10 Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

3.1.10 Maintainability. The equipment shall be designed and constructed to permit maintenance personnel to service the equipment easily and effectively using a minimal number of tools. The contractor shall provide any special tools required to service the unit (mechanical systems only). The equipment shall have access covers, as necessary, to facilitate inspection, cleaning and repair or replacement of internal parts.

-----Above revision was accepted by KI on 08/15/08-----

3.2 Construction. The equipment shall be constructed of parts that are new, without defects and free of repair. The equipment shall be complete when connected to the specified utilities. It shall be capable of any operation for which it is being purchased. The equipment shall be devoid of any defects or characteristics that will preclude conformance with any of the requirements herein.

-----KI will comply with the above-----

3.2.1 Castings and forgings. Castings and forgings shall be free from defects, scale and mismatching. Processes such as welding, peening, plugging, or tilling with cold solders or metallic pastes shall not be used on castings or forgings for reclaiming any parts of the equipment.

-----KI will comply with the above-----

3.2.2 Welding, brazing or soldering. Welding, brazing or soldering shall be employed only where those operations are included in fabrication of the original design. These operations shall not be employed as repair measures for defective parts.

-----KI will comply with the above-----

3.2.2.1 Soldering. Solder connections shall show evidence of good bonding in metal-to-metal contact. Cold solder joints, incomplete joining of solder and metal, excess or insufficient solder or damaged insulation shall be considered reason for rejection of the equipment.

-----KI will comply with the above-----

3.2.2.1.1 Cleaning. Any loose, spattered solder, flux, metal chips, insulation scrap or other foreign material shall be removed from the equipment.

-----KI will comply with the above-----

3.2.2.1.2 Flux and cleaning agents. Flux for soldering shall be rosin or rosin and alcohol. No acid, acid salts or acid core solder shall be used in preparation for soldering of electrical connections.

-----KI will comply with the above-----

3.2.3 Fastening devices. Screws, pins, bolts, and similar internal and external parts shall be installed with means for preventing change of tightness. Parts subject to removal or adjustment shall not be swaged, peened, staked or otherwise permanently installed. Fastening devices shall be tightened to torque limits as established by the manufacturer's standard for tightening to preclude loosening by normal operation or vibration.

-----KI will comply with the above-----

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3.2.4 Equipment fastening. Floor and deck mounted equipment shall be provided with adequate holes in feet, lugs, & etc., to permit fastening to foundation or deck pads.

-----KI will comply with the above-----

3.2.5 Surfaces. Surfaces of castings, forgings, molded parts, stampings and welded parts shall be cleaned and free from sand, dirt, fins, sprues, flux or other harmful or extraneous materials. External surfaces shall be smooth. Edges shall be rounded or beveled unless sharpness is required to perform a function.

-----KI will comply with the above-----

3.2.6 Painting. The equipment shall be properly painted. Painting may be the manufacturer's standard practice. Prior to painting, surfaces shall be properly prepared and primed. Painting shall provide a highly wear-resistant finish that guarantees continued protection to the surfaces covered against the specified environment under all service conditions. The manufacturer's standard color shall be provided.

-----KI will comply with the above-----

3.2.7 Threads. Threaded parts shall conform to Federal Standard H28.

-----KI will comply with the above-----

3.2.8 Gears. ~~Gears used in the machine and its components shall be machined in either the inch or metric system. Gears shall meet the requirements of AGMA 360. The conversion factors and methods specified in ANSI Z 210.1 shall be used for conversion of metric units (SI) to U.S. Customary System of Units (US) for comparison purposes.~~

----- KI takes exception to the above-----

All of the gears enclosed within a gear box will meet this requirement; however, there is one set of "open" gears on the Mixer that may not meet the current AGMA 360 specification. This is a custom made gear set that is used to drive the pan of the mixer. The main gear forms the base of the pan, completely encircling the bottom outside diameter of the pan. This gear is driven by a mating pinion gear. The original design of this gear set dates from the 1940's. We have been using this standard of gear set on all of our mixers since 1986. Our predecessor used this standard on similar pans for 40 years prior to our use.

-----3.2.8 Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

3.2.8 Gears. Gears used in the machine and its components shall be machined in either the inch or metric system. Gears shall meet the requirements of AGMA 360. The conversion factors and methods specified in ANSI-Z 210.1 shall be used for conversion of metric units (SI) to U.s. Customary System of Units (US) for comparison purposes. Exception is provided for special purpose, very large gears used to drive the mixer pan.

-----Above revision was accepted by KI on 08/15/08-----

3.2.9 Dials. All dials shall be graduated. Dial diameter shall be such that the graduations may be easily read from the normal operating position. Dials shall be permanently and legibly engraved, etched, embossed or stamped in boldface on a contrasting background. Dials shall be provided with positive means to maintain the dials at the desired setting. Dials shall be in the English system only.

-----KI will comply with the above-----

3.2.10 Digital readouts. ~~Digital readouts shall display data in illuminated figures clearly legible at a distance of 10 feet and give direct horizontal readings without requiring any calculation or interpolation. Each digit of the readout display shall be of the in-line type.~~

----- KI takes exception to the above-----

We propose using standard readouts used in similar industrial applications.

-----3.2.10 Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

3.2.10 Digital readouts. Contractor to provide standard industrial digital readouts where needed.

-----Above revision was accepted by KI on 08/15/08-----

3.2.11 Enclosure. Components of the equipment shall be contained in an enclosure(s) of structural and sheet steel. Provisions shall be made for power cable entrance. The enclosure(s) shall be of drip-proof construction and of minimum size consistent with good design practices and ventilation of components.

-----KI will comply with the above-----

3.2.12 Ferrous parts. Exposed ferrous parts such as screws, bolts, nuts, washers, etc. shall resist corrosion in a salt-laden, moist, variable temperature atmosphere. Protection such as cadmium or chrome plating, galvanizing or other electrical / chemical process, or stainless steel is acceptable.

-----KI will comply with the above-----

3.2.13 Dissimilar metals. Dissimilar metals shall not be used in direct contact with each other without suitable means for preventing electrolytic corrosion.

-----KI will comply with the above-----

3.2.14 Control panels, instruments and plates. Wording and numbers on all control panels, instruments, charts and plates shall be permanently and legibly displayed in bold face, English language characters on a contrasting background.

-----KI will comply with the above-----

3.2.15 Controls and instrumentation. Operator controls, instrumentation and indicators shall be mounted convenient to operating personnel. Such devices shall be clearly and legibly marked for function and identification. Controls shall be fitted with suitable handles, pushbuttons, or control knobs as applicable. Gauges and instruments mounted in the control panel shall be designed for recalibration.

-----KI will comply with the above-----

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3.2.16 Handling devices.

3.2.16.1 Lugs or lifting eyes (if applicable). The equipment shall be provided with lugs or lifting eyes arranged with the vertical center of gravity for safe handling and transport by overhead crane. When suspended, the equipment shall hang perpendicular within five degrees of true vertical. The arrangement shall provide a stable and balanced lift with a load safety factor of at least five times the total weight of the equipment.

-----KI will comply with the above-----

3.2.16.2 Fine guide openings (if applicable). ~~The equipment shall be provided with box section, fine guide openings in the base for safe handling and transport by forklift truck. The box sections shall extend through the entire length or width of the equipment, completely enclosing the~~

forklift tines. They shall be fabricated from metal having a minimum thickness of 0.25 inch. Box sections shall have internal cross-sectional dimensions of at least 4 inches high by 10 inches wide. They shall be welded to the base and so spaced apart, center to center, that while transporting the equipment, a forklift truck can pass over pavement obstructions causing dynamic stresses representing five times the equipment's weight without causing the box sections to fracture or part from the base.

-----KI takes exception to the above-----
All supplied equipment can be hoisted vertically

-----3.2.16.2 Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

3.2.16.2 (Requirement Deleted) Reserved

-----Above revision was accepted by KI on 08/15/08-----

3.2.17 Workmanship. Workmanship shall be commensurate with the requirements of this specification and of such quality that denotes the performance of skilled and experienced personnel trained in the field of work performed.

-----KI will comply with the above-----

3.2.18 Meter(s). The equipment shall be fitted with a meter(s) to measure operating time of the mixer.

-----KI will comply with the above-----

3.2.18.1 Meter time totalizing, design and mount. The time totalizing meter shall be of the non-resetting type. It shall have a range of 0 to 100,000 hours in increments of 1 hour. 99999 shall be the maximum readout. The least significant digit on the meter readout shall be 1 hour. Lesser increments are not acceptable. Upon reaching the maximum accumulative hours, the meter readout shall automatically revert to zero and continue to totalize time. The meter shall be designed to prevent entrance of dust and moisture and shall be mounted to withstand shock and vibration generated by the equipment. The meter shall be readily visible, but not subject to abuse relative to the operating environment of the equipment.

-----KI will comply with the above-----

3.2.19 Caution - warning plates. Corrosion resistant "Caution" or "Warning" plates shall be securely attached to the equipment in prominent, visible locations. All safety precautions to be observed by the operator or maintenance personnel shall be permanently marked on the plates.

-----KI will comply with the above-----

3.2.20 Identification plate. A corrosion resistant identification plate shall be securely and conspicuously placed on major pieces of equipment. It maybe the manufacturer's standard but, as a minimum, it shall contain the following information:

Nomenclature
Contractor's Name
Manufacturer's Model Designation
Manufacturer's Serial Number
Electrical Utilities (Volts, H.P. • Amps, Frequency, Phases, etc.)
Other Utilities (GPM, CFM, PSI, etc.), as applicable
Contract Number
Date of Manufacture

-----KI will comply with the above-----

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3.2.21 Lubrication chart or plate. A lubrication plate or chart shall be securely attached to major pieces of equipment. If a chart is furnished, it shall be placed in a transparent plastic folder or laminated between permanently sealed clear plastic sheets. The following information shall be furnished on the chart or plate:

Points of application
Service interval
Type of lubricant
Viscosity
Federal or Military Specification Number (if available)

-----KI will comply with the above-----

3.3 Cranes and rigging. The receiving activity will supply cranes and rigging services when asked to by the contractor.

-----KI will comply with the above-----

3.4 Soil disposal. The activity will dispose of soil resulting from excavation for footings for the equipment.

-----KI will comply with the above-----

3.5 Facilities. Electricity, water, and toilet facilities required during installation will be provided by the receiving activity.

-----KI will comply with the above-----

3.6 Painting. The contractor shall provide all labor, equipment, and materials to properly paint all devices and equipment that form a part of the installation.

-----KI will comply with the above-----

3.7 Utilities. The equipment shall be designed and constructed to be complete for operation on the following available utilities: The contractor shall specify compressed air and water requirements.

Electric: Single Service 460 volts ($\pm 10\%$), .3..phase. 60 Hertz

Compressed Air: Contractor to specify PSI, __ CFM,
_unregulated _ regulated, (\pm %)

Water: Contractor to specify PSI, _ GPM, _ degrees Fahrenheit (maximum)

-----KI Clarification to the above-----

Electric: 460 Volt, 3 phase, 60 Hertz, 350 Amps
Compressed Air: 60 psi, 210 cfm @ 70% duty cycle.
Water: 50 psi, 40 gpm, 80 degrees Fahrenheit max

~~3.7.1 Air compressor, air receiver/air dryer. The existing air supply is from two (2) Ingersoll-Rand EP60 air compressors rated at 247 ASCFM each. The air compressor work in a lead/lag cycle feeding a 400 Gallon Ingersoll-Rand TM-400 air receiver. The air is filtered and dried with an Ingersoll-Rand TM200 refrigerated dryer and Ingersoll-Rand NLM-2 filter. Daily usage by the shop has been averaging 330 ASCFM. Based on the above information, the contractor shall make the determination whether a new air compressor or a new receiver/dryer/filter are needed for his equipment.~~

-----KI Clarification to the above-----

The current air system has a sufficient dedicated capacity to operate this system; however, with a stated normal shop usage of 330 ASCFM, the current system would have to be supplemented with the air compressor offered as an option with our quotation; therefore, we recommend that the optional air compressor offered in our proposal be included with this project.

-----3.7.1 Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

3.7.1 Air compressor, air receiver/air dryer. A compressor of sufficient capacity and air quality as determined by the contractor to operate the system shall be supplied in order to supplement the existing shop air. Existing system is fed by two Ingersoll-Rand EP60 air compressors rated at 247 ASCFM each. The air compressor work in a lead/lag cycle feeding a 400 Gallon Ingersoll-Rand TM-400 air receiver. The air is filtered and dried with an Ingersoll-Rand TM200 refrigerated dryer and Ingersoll-Rand NLM-2 filter. Daily usage by the shop has been averaging 330 ASCFM. The contractor shall provide all piping, valving, and air controls from the new compressor as well as the installation including the concrete support pad. NPPC will provide a

1-1/4" shop air hook-up within 25 Ft of the planned tower.

-----Above revision was accepted by KI on 08/15/08-----

3.8 Components. The equipment shall consist of, but is not limited to, the following described principal components, attachments and accessories necessary to meet the operational and performance requirements specified herein:

-----KI will comply with the above-----

3.8.1 Cement mixer. One (1) 45 CU. FT. bottom discharging, rotating pan type cement mixer. The mixer shall be of the rotating pan design with bottom discharge, equipped with a high speed mixing rotor used as the primary mixing tool. A low speed plow is to be used for bottom cleaning, mixing and aid in discharging.

-----KI will comply with the above-----

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3.8.1.1 Mixer pan. The mixer pan shall be of a heavily welded steel fabrication supported by a bearing, and turned via a gear ring attached to the bottom of the pan. A sufficiently sized electric motor shall be used to drive the gear pinion. The pan shall be lined on the bottom and side walls by replaceable wear liners.

-----KI will comply with the above-----

3.8.1.2 High speed mixing rotor. The high speed mixing rotor will act as the main mixing device and shall be of the manufacturer standard as to the number, design and materials of the blades. The rotor shall be driven by a minimum 75 HP electric motor.

-----KI will comply with the above-----

3.8.1.3 Discharge gate. The discharge of the mix shall be accomplished through a centrally located, pneumatically operated discharge gate. When open, the gate shall be completely removed from the discharge opening. A gate that would hinge down is not acceptable because of height restrictions. Minimum height allowed between discharge opening and the floor is 5 Feet.

-----KI will comply with the above-----

3.8.1.4 Mixing pan hood. The rotor pan shall be totally enclosed on the top and the sides by a removable dust hood. This hood shall be a steel fabrication that is sealed against the top and

inside of the pan wall. The hood shall not have any protrusions into the pan area to allow for easy cleaning. The hood shall also have: one adequately sized sealed access door for inspection and manual charging if it becomes necessary, one vent opening, (vent can be hooked to existing plant dust collection if desired) the main charging opening, and a 2" water inlet.

-----KI will comply with the above-----

3.8.1.5 Dust seal. A dust seal shall be provided between the rotating pan wall and the stationary dust hood. This is a requirement to minimize the hazardous emissions of Silica dust during charging and high intensive mixing. The dust hood seal design shall be of the manufacturer standard. All rotor shaft seals shall be of a double seal design of the manufacturer standard.

-----KI will comply with the above-----

3.8.1.6 Materials. All parts in contact with the corrosive mix i.e mixing rotors, liners, top of cover shall be 304 stainless steel.

-----KI will comply with the above-----

3.8.2 Carbon steel sand delivery system. A complete dense phase mass transport system shall be supplied to convey sand from an existing 250 Ton sand silo to an existing 200 CU FT surge hopper located in an existing steel tower where the inlet to the hopper is 46 Ft above the foundry floor.

-----KI will comply with the above-----

3.8.2.1 Dense phase pneumatic sand transporter and piping. A dense phase pneumatic sand transporter shall be of the manufacturer standard design and shall be capable of delivering sand to the surge hopper that feeds alternately two cement mixers in 3000 lbs sand batches according to a predetermined timed cycle. The manufacturer shall determine: the type of blow tank, the size of the delivery pipe, the routing of the piping system to minimize pressure drop, the air pressure and velocity that would insure free flowing sand, and the appropriate dense phase flow type for fine sand i.e. continuous dense phase flow, plug flow, discrete plug flow, or dune flow. All vertical sections of pipe shall have means to remove sand from the pipe in case of blockage i.e. "Y" section at the bottom of the rise. The manufacturer shall determine if bypass air shall be injected in the horizontal sections to break-up solid plugs of sand or pressure actuated valves that allow injected air to breakup horizontal plugs. Blinded Tee bends are preferable over 90Degrees elbows where needed regardless of the lower velocities of dense phase flow systems because of the extreme abrasive nature of sand. The delivery sand pipe shall be hung on the existing pipe support structure. Existing piping on the support structure will remain.

-----KI will comply with the above-----

3.8.3 Sand and delivery from existing surge hopper to the new weigh hopper. This system is required to deliver the sand in the existing surge hopper to a new weigh hopper.

-----KI will comply with the above-----

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3.8.3.1 Sand and screw feeder. A new screw feeder shall be mounted at the outlet flange of the existing surge hopper. The outlet is a "Y" outlet. The contractor shall be responsible for blanking off one leg of the "Y" and connect the inlet to the other leg. The screw shall be sized properly to account for the 3000 Lbs batches in a predetermined timed cycle. The length of the barrel shall be sized to allow it to discharge in the new weigh hopper. The mounting of the screw feeder and its drive motor shall be on the existing steel structure.

-----KI will comply with the above-----

3.8.3.2 Sand and screw feeder accessories. A controlled fast acting discharge gate valve shall be provided on the outlet of the screw feeder. The valve shall be properly sized and equipped with a pneumatic actuator of the manufacturer standard design. An outlet flexible coupling shall be supplied on the discharge of the screw feeder and connected using appropriately sized flange and gasket to one of the inlets of a new weigh hopper.

-----KI will comply with the above-----

3.8.4 Carbon steel cement delivery system. A cement delivery system shall be supplied complete with all subcomponents necessary to convey cement from bulk bags to a new 200 cu. ft. tank and a new cement screw feeder connected to the new weigh hopper. The method of delivery of the cement shall be the manufacturer standard design. However, it is recommended that the cement bulk bag carrier shall be located on the floor level and the cement pneumatically delivered to a new surge tank located above the weigh hopper. This method will insure safe and ease of replacement of the bulk bags. A filter shall be supplied to eliminate cement dust from escaping to the shop environment. Alternately, the existing filter located under the existing sand surge tank can be used for that purpose.

-----KI will comply with the above-----

3.8.4.1 200 Cu Ft Cement Tank. A new 200 cu. ft. Carbon Steel tank shall be supplied to store cement delivered from bulk bags. The tank shall be fabricated as a minimum of 10 Gage carbon steel. The tank design shall be of the manufacturer standard design and shall have a minimum rated capacity of 200 cubic feet. The tank shall be equipped with 2 flanged connections on inlet and outlet. A bin flow device shall be supplied and a level indicator used as part of the overall plant cycle. A controlled discharge valve shall be supplied on the outlet of the cement screw feeder.

-----KI will comply with the above-----

3.8.4.2 Cement screw feeder. A new screw feeder shall be mounted at the outlet flange of the cement tank. The screw shall be sized properly to account for the 500 lb batches of cement in a predetermined timed cycle. The length of the barrel shall be sized to allow it to discharge in the new weigh hopper. An inlet/outlet flexible coupling with a flange and gasket shall be supplied to connect the screw feeder with the weigh hopper. The mounting of the screw feeder and its drive motor shall be on a new steel structure.

-----KI will comply with the above-----

3.8.4.3 Dilute phase cement delivery system. A dilute phase system shall be used to draw cement from the bulk bags to the cement tank. It shall be of the manufacturer standard design and interfaced to the PLC. The system shall be complete including a pickup manifold and piping to interconnect the system. Vertical rises shall have means for emptying a clogged condition. A filter on the cement tank is optional. The manufacturer can opt to vent the tank to an existing bag house.

-----KI will comply with the above-----

3.8.5 Carbon steel weigh hopper system. A 45 CU. FT. weigh hopper shall be supplied with all the necessary sub-components to allow for the sand and cement batches conveyed by the systems described in sections 3.8.3 and 3.8.4 to be weighed and then allowed to be dumped from the weigh hopper alternately into the two mixers below in a controlled cycle.

-----KI will comply with the above-----

3.8.5.1 Weigh hopper. The weigh hopper shall be fabricated as a minimum of 10 gage carbon steel. The hopper design shall be of the manufacturer standard design and shall have a minimum rated capacity of 45 cubic feet.

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The hopper shall be equipped with 2 flanged connections on top to receive sand from the sand surge tank, and cement from the Cement tank. The required weights delivered to the mixer per batch are as follows:

- 3,000 Lb of sand
- 500 Lb of cement

The hopper shall be equipped with 3 pads for mounting 3 calibrated load cells and a summing box. The hopper shall also be equipped with flow aid devices. All these sub-components shall be of the manufacturer standard design. On the outlet side the hopper shall be equipped with a 12"

pneumatic slide gate valve and all the necessary accessories to allow the valve to be attached to the outlet. Under the slide gate valve, a 12" pneumatic diverter valve shall be supplied with all its accessories for mounting on the hopper. The function of this valve is to divert the load into the two mixers located underneath. Two 12" mixer charging chutes coming out of the diverter valve in "Y" shaped pipes, shall be supplied with two sets of inlet/outlet flexible couplings along with flanges and gaskets for connection to the two mixer inlets.

-----KI will comply with the above-----

3.8.6 Water dosing system. A water dosing system of the manufacturer standard design shall be supplied to meter water into the two mixers according to a predetermined controlled cycle. The activity will supply a 1-1/2" water pipe and shutoff valve within 20 Ft of the site. The contractor is responsible for connecting the water dosing system to this pipe. The system shall include a volumetric turbine type meter interfaced to the PLC. An associated train of bulk and dribble valving shall be supplied to complete the system.

-----KI will comply with the above-----

3.8.7 Mixing system structural steel platform. The contractor shall supply a structural carbon steel platform to support the new mixer and an existing Lancaster Products K-6 mixer side by side. The platform shall be strong enough to withstand all the static and dynamic forces acting on the platform so as to provide a stable and safe foundation for the mixing plant. The platform shall be sized correctly to accept the batch controller, the mixing plant operator and allow for access to maintenance personnel to work on the mixers. The height of the platform shall be enough to allow for the discharge totes to be easily placed under the mixer discharge gates. Height under the mixer shall also allow for a future integration of a motorized system for the discharge totes. The platform shall also be equipped with safety railing, integrated stairway for access and diamond plate decking.

-----KI will comply with the above-----

3.8.8 Independent steel structure and platforms. An independent carbon steel structure is required to support the cement tank, the cement motorized screw feeder, the weigh hopper, and all their associated piping and devices. The structure shall be strong enough to support all the static and dynamic loads imposed on it without failure. The structure shall also be equipped with a minimum of two maintenance platforms located at elevations where equipment in need of routine maintenance is located. These platforms shall be accessed with stairways and/or ladders with safety cages. The platforms shall have safety railing, W' tread plates and toe kicks.

-----KI will comply with the above-----

3.8.9 Automatic batching and mixer control system. The cement plant shall be provided with a Programmable logic controller (PLC) to perform, but not limited to, the following functions:

- Run the two mixers (mix cycles, open and close gate valves)
- Provide automatic batching control including:
- Transport sand and cement into their respective tanks

- Run the sand and cement screw feeders
- Open gate valves to Jet sand and cement in the weigh hopper
- Close inlet gate valves
- Weigh the batch
- Open alternately the discharge gate valves to the mixers
- Close discharge valve and open inlet gate valves according to a timed cycle

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- Provide paddle wheel water batching control
- Provide for warning lights indicating low sand, low cement conditions provided by bin indicator signals and any other appropriate functions necessary for the safe and proper operations of the equipment.

-----KI will comply with the above-----

3.9 Typical operating cycle. Assuming enough sand and cement are in their respective tanks, the operator shall set the application of one or two mixers to be used in the production run, as well as set the number of batches desired. The operator shall energize the mixer to be used in Auto mode of operation and start the process by pressing a start push button. Sand and cement is then dispensed in the weigh hopper and a signal to the diverter valve shall deliver the batch to the active mixer. Water shall be dispensed next in the active mixer by appropriate water valve operation and signals to the water meter. The quantity of water introduced in the process is dependent on the percent moisture content of the sand that is supplied and keyed in the PLC controller by the operator. After dry material has been dispensed in the active mixer, the next batch shall be weighed in the weigh hopper and dispensed in the same mixer or the next as appropriate. This process shall be repeated until the batch count has been satisfied. The controller shall also initiate sand and cement transport as needed by signals from level indicators in the respective bins. Once the mixing cycle is satisfied, the operator shall indicate to the controller that an empty tote is in place. When that indication is satisfied the controller shall open the discharge gate at the bottom of the mixer and the mix dispensed in the tote.

-----KI will comply with the above-----

3.10 Training.

3.10.1 On-Site training. Training shall commence immediately following final acceptance. A contractor's representative(s) shall train personnel on site at the receiving activity. Contractor's representative(s) must be an American citizen of good standing and repute. The training period

shall not be less than 3 consecutive, eight hour work days for personnel in the disciplines described in sections 3.10.2 through 3.10.4, training can be done concurrently. Training shall be between the hours of 0700 and 1600 hrs, M-F excluding federal holidays and weekends. The contractor shall notify the receiving activity in writing not less than 30 days prior to commencement of training as to the training schedule. The training shall apply to personnel as follows:

-----KI will comply with the above-----

3.10.2 System operators. Cement plant operator training shall include all required operational and safety procedures that would allow NFPC personnel to safely operate the mixer. Training shall be provided for three (3) mixer operators.

-----KI will comply with the above-----

3.10.3 Maintenance personnel (mechanical / hydraulic). Maintenance training shall include trouble-shooting and methods of correction if the equipment malfunctions, with particular emphasis on minimizing equipment down time. Training shall be provided for 2 mechanical / hydraulic maintenance personnel.

-----KI will comply with the above-----

3.10.4 Maintenance personnel (electrical / electronic). Maintenance training with respect to controls and related components shall include trouble-shooting and methods of correction should equipment malfunction, with emphasis on minimizing equipment down time. Training shall be provided for two (2) electrical / electronic maintenance personnel.

-----KI will comply with the above-----

3.11 Manuals and drawings. All manuals and drawings shall be hard copy format and delivered to Mr. Faris Ibrahim at the Naval Foundry and Propeller Center in Philadelphia, PA.

-----KI will comply with the above-----

3.11.1 Manuals. The successful contractor shall submit in triplicate, operator manuals, maintenance manuals, installation procedures and all the necessary documents written in the English language required for the successful installation, operation and maintenance of the mixer and its supporting equipment.

The successful contractor shall submit three copies each Foundation and Installation drawings. Installation drawings shall specify all the required information necessary to install the cement mixer and all the components of the sand delivery system including all required utilities, and clearly delineating contractor and government furnished material or services.

-----KI will comply with the above-----

3.12.1 Installation drawings. Not later than 60 days after effective date of contract, English language installation drawings shall be provided, in the manufacturer's standard format. The drawings shall contain as a minimum but shall not be limited to, the following information:

- a. Overall and principal dimensions in sufficient detail to establish:
 - 1) limits of space in all directions required for installation, operation and servicing;
 - 2) amount of clearance required to permit opening of doors and removal of plug-in units.
 - 3) clearance for travel or rotation of any moving parts.
- b. Interface mounting and mating information, such as dimensions of location for attaching hardware.
- c. Interface pipe and cable attachments required for installation and co-functioning of the item to be installed with related items.
- d. Information necessary for preparation of foundation plans, including mounting place details, hardware requirement lists, drilling plans and shock mounting buffers details.
- e. Size and location of ducts.
- f. Weight of unit.
- g. Location, type and dimensions of cable entrances, terminal boards and electrical connectors.
- h. Interconnecting and cable detail.

-----KI will comply with the above-----

3.12.2 Erection drawings. Three sets of erection drawings shall be supplied and stamped by a Pennsylvania (PA) engineer. The design shall be according to the manufacturer standard design practices.

-----KI will comply with the above-----

4. Quality assurance.

4.1 Responsibility for inspection. The contractor is responsible for performance of all inspection requirements specified herein. The contractor may utilize his own facility or any other commercial facility acceptable to the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure that supplies and services conform to the prescribed requirements.

-----KI will comply with the above-----

4.2 Quality assurance at origin. Quality Assurance shall consist of the examination and tests at origin and the inspection of preparation for delivery for preservation, packaging and packing to determine conformance to ASTM-D-3951 and notes of section B. Shipment of supplies shall not be authorized until after successful completion of Quality Assurance at origin.

-----KI will comply with the above-----

4.2.1 Preparation for delivery. The supplies shall be prepared for shipment in accordance with the provisions identified herein. Yellow packaging, packing, preservation and marking, in any form or manner, regardless of the method of preparation specified, is prohibited.

-----KI will comply with the above-----

4.2.2 Acceptance at origin. Acceptance at origin applies to the new mixer only. Acceptance shall be contingent upon satisfactory completion of the Quality Assurance requirements at origin.

-----KI will comply with the above-----

4.2.3 Examination at origin. The supplies offered for delivery shall be examined for design, construction, components, electrical equipment and workmanship to determine conformance with the requirements of this

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specification. The fit of parts shall be observed with particular reference to interchangeability of those likely to require replacement.

-----KI will comply with the above-----

4.2.4 Operational test at origin. The mixer shall be operated unloaded to assure correct operation of the various components and adjustments, corrections, etc. performed as required. All system capacity and dimensions shall be measured and checked for compliance with requirements specified for the size of the mixer and components under test.

-----KI will comply with the above-----

4.3 Examination at destination. Examination at destination shall consist of inspection for damage in shipment, verification of quantities and any visual inspection deemed necessary by the

receiving activity. The receiving activity will verify that supplies received conform to the requirements of the specification.

-----KI will comply with the above-----

4.3.1 Acceptance at destination. Final acceptance of the supplies furnished shall be made at destination by Code 1423. Acceptance shall be based upon satisfactory completion of the examination and tests at destination. During tests, cognizant personnel of the receiving activity shall be alert for possible signs of improper performance, malfunction and potential unreliability.

-----KI will comply with the above-----

4.3.2 Test at destination.

4.3.3 Performance test. Upon completion of installation at the receiving activity the equipment shall be placed in service, in the actual application for a period equivalent to a simulated batching cycle (Ram up of a propeller). This test shall be used to demonstrate reliable operation and performance of all the components that constitute the system to the satisfaction of NFPC.

-----KI will comply with the above-----

5.0 Installation scope. ~~The contractor shall be responsible for installation and shall include all materials and labor required to assemble the new and an existing cement mixer, sand delivery system and all related equipment to install and make operable the equipment and systems described herein.~~

-----KI will comply with the above-----

-----5.0 Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

5.0 Installation scope. The contractor shall be responsible for installation and shall include all materials and labor required to assemble the new and an existing cement mixer, sand delivery system and all related equipment to install and make operable the equipment and systems described herein. NFPC will provide 460V, 3-phase, 60 HZ, 400 Amp disconnect switch at grade level at the base of the tower, 1 1/2" capped water pipe within 25 Ft of the base of the tower, 1 1/4" shop air pick up point within 25 Ft of the base of the tower, verify and remedy the operation of legacy systems connected with the operation of the system including the silo (electrically and mechanically), pneumatic gate valves at the base of the silo, demolish a section of piping and all components of the old sand transport system to an area just inside the foundry wall to allow for the new system piping, and empty all the existing sand currently stored inside the silo and the existing sand bin mounted on the tower. NFPC will also insure a flat floor free of any obstructions at the tower site.

-----Above revision was accepted by KI on 08/15/08-----

5.1 Installation coordination. The contractor shall coordinate the proposed installation schedule with the receiving activity within 90 days after award of contract. The installation schedule shall be subject to approval of the receiving activity. .

-----KI will comply with the above-----

5.2 Installation duties. The contractor shall provide all tools, equipment, material and labor necessary to install the cement mixer and sand delivery system and all their related systems, piping, interconnecting hoses, cables, disconnects, and connectors. Disturbed surfaces, disconnected machinery or equipment shall be returned to original condition unless such condition is required for the equipment or system being supplied hereunder. The contractor shall provide a completely operational system(s) capable of meeting the inspection and test requirements of paragraph 4.

-----KI will comply with the above-----

5.3 Structural installation. The contractor shall accurately set, align, plumb, field connect with sufficient bolts, or weld all structural steel required to make installed equipment permanent. Temporary bracing shall be provided, and subsequently removed, as necessary.

-----KI will comply with the above-----

5.4 Mechanical installation. The contractor shall provide all labor, fluids, and materials to move, locate, set, level, align, lubricate, and make ready to operate all equipment required by this contract. All machinery shall be installed to original manufacturer's tolerances.

-----KI will comply with the above-----

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5.5 Electrical installation. The contractor shall provide all labor, wiring, and materials for complete installation of any requisite electrical equipment shall conform to NFPA 70. Installation shall include necessary power, control, and interconnecting wiring installed in conduit.

-----KI will comply with the above-----

5.6 Demolition. The contractor is responsible for site preparation including demolition and concrete work as necessary. The demolition is restricted to a 16" Diameter pipe under an existing air receiver under the existing silo. The pipe extends just inside the Eastern wall of the foundry; the contractor will stop demolition at the first flange encountered on the first rise. The contractor shall also install a plate to blank off the pipe. An existing dust collector on top of the silo also needs to be removed and replaced with a new one as called for in the components section. The height of the silo is at 40 Ft above street level. The contractor shall use a mobile crane to accomplish this task. The contractor shall also be responsible for any concrete required for installing equipment like the air receiver and the air dryer and any other minor concrete work. Existing concrete under the main platforms and the mixers is adequate to support all the dynamic and static loads that might be anchored to it. The Naval Foundry and Propeller Center (NFPC) feels confident that the existing is acceptable based on previous core borings and previous equipment that was installed in the same location.

-----KI no longer takes exception to the above-----

It was our understanding, which we have confirmed with NFPC, that NFPC would accomplish the required demolition around the base of the sand silo. However, during our recent conversations with NFPC, NFPC has requested that KI add the removal and replacement of the existing sand silo dust collector to KI's scope of supply. Hence, the previously KI quoted \$4,000 option for removal and replacement of this dust collector has now been included within our proposal scope of supply and pricing.

-----5.6 Revised by DSCR to read as follows under Amendment 0002_08/04/08-----

5.6 Demolition. The contractor is responsible for site preparation including demolition and concrete work as necessary. NFPC is responsible for the demolition of a 16" diameter pipe under an existing air receiver under the existing silo. See paragraph 5.0 for additional NFPC responsibilities. An existing dust collector on top of the silo also needs to be removed and replaced with a new one as called for in the components section. The height of the silo is at 40 feet above street level. The contractor shall use a mobile crane to accomplish this task. The contractor shall also be responsible for any concrete required for installing equipment like the air receiver, the air dryer and any other minor concrete work. Existing concrete under the main platforms and the mixers is adequate to support all the dynamic and static loads that might be anchored to it. The Naval Foundry and Propeller Center (NFPC) feels confident that the existing floor is acceptable to support the new equipment based on previous core borings and previous equipment that was installed in the same location.

All other terms and conditions remain the same.

-----Above revision was accepted by KI on 08/15/08-----

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A12A01 52.212-4 CONTRACT TERMS AND CONDITIONS --
COMMERCIAL ITEMS (FEB 2007) FARA12A02 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL
ITEMS (FEB 2008) FAR

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(K) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 06), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

() (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

() (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

() (4) [Reserved]

() (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

() (ii) Alternate I (OCT 1995) of 52.219-6.

() (iii) Alternate II (MAR 2004) of 52.219-6

() (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

() (ii) Alternate I (OCT 1995) of 52.219-7.

() (iii) Alternate II (MAR 2004) of 52.219-7

(K) (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).

(K) (8) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2007) (15 U.S.C. 637(d)(4)).

() (ii) Alternate I (OCT 2001) of 52.219-9.

() (iii) Alternate II (OCT 2001) of 52.219-9.

() (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(K) (10) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

() (11) (i) 52.219-23, Notice of Price Evaluation

Adjustment for Small Disadvantaged Business Concerns

(SEP 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

() (ii) Alternate I (JUN 2003) of 52.219-23.

() (12) 52.219-25, Small Disadvantaged Business

Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

() (13) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

() (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

(K) (15) 52.219-28, Post Award Small Business Program Representation (JUN 2007) (15 U.S.C. 632(a)(2)).

(K) (16) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(K) (17) 52.222-15, Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(K) (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)

(K) (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(K) (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(K) (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(K) (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(K) (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(K) (24) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

() (ii) Alternate I (AUG 2007) of 52.222-50

() (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA - Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(i)).

() (ii) Alternate I (AUG 2000) of 52.223-9

(42 U.S.C. 6962(i)(2)(C)).

() (26) 52.223-5, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

() (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

() (ii) Alternate I (DEC 2007) of 52.223-16

() (28) Omitted

() (29) Omitted

() (30) Omitted

(K) (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

() (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

() (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

() (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

() (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

() (36) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

() (37) 52.232-34, Payment by Electronic Funds Transfer Other Than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

() (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

() (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

() (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 1241 and 10 U.S.C. 2631).

() (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

() (1) 52.222-41, Service Contract Act of 1965, as Amended (NOV 2007) (41 U.S.C. 351, et seq.).

() (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(K) (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(K) (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

() (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

() (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

() (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this

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contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

A12A04 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 2007) FAR

A12A05 52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999) FAR

(a) The following factors shall be used to evaluate offers:

Technical
Price

Technical and past performance, when combined, are Technical is significantly more important than cost or price

A12A06 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2007) FAR

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(3) Taxpayer Identification Number (TIN) (Vendor Fill-in).

() TIN: 23-2276135

(Vendor Fill-in)

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization (Vendor Fill-in).

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other

(Vendor Fill-in).

(5) Common Parent.

() Offeror is not owned or controlled by a common parent:

() Name and TIN or common parent:

Name:

(Vendor Fill-in)

TIN:

(Vendor Fill-in)

(c) Check all that apply. (Vendor Fill-in)

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete

only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision]. The offeror represents that it () is, () is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision]. The offeror represents that it () is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(Vendor Fill-in)

(8) [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows

(Check one of the following):

NUMBER OF EMPLOYEES: (Vendor Fill-in)

() 50 or fewer

() 51 - 100

() 101 - 250

() 251 - 500

() 501 - 750

() 751 - 1,000

() Over 1,000

ANNUAL GROSS REVENUES:

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- () \$1 million or less
() \$1,000,001 - \$ 2 million
(x) \$2,000,001 - \$ 3.5 million
() \$3,500,001 - \$ 5 million
() \$5,000,001 - \$10 million
() \$10,000,001 - \$17 million
() Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either --

(A) It () is, (x) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (SBO-Net) and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)

(2); or

(B) It () has, (x) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (i)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(Vendor Fill-in).]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It () is, (x) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, (x) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

(Vendor

Fill-in).]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) (1) Previous contracts and compliance. The offeror represents that --

(i) It (x) has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It (x) has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It (x) has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules

and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(h) The offeror certifies, to the best of its knowledge and belief that the offeror and/or any of its principals

(1) () Are, (x) are not presently barred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, (x) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, (x) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any and products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product/Listed Countries of Origin

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2) or (i)(2)(ii) by checking the appropriate block.]

(i) () The offeror will not supply any end product listed in paragraph (i)(2) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) () The offeror may supply end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

(1) (x) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act (APPLICABLE ONLY TO SERVICE CONTRACTS). (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

() does () does not certify that --
(Vendor fill-in)

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

() does () does not certify that --

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(Vendor fill-in)

(1) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (1) (2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpm.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (b) through (1) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

A12A07 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (SEP 2007)
ALT I (APR 2002) FAR

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c) (4) or (c) (9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- [] (Vendor Fill-in) Black American.
- [] (Vendor Fill-in) Hispanic American.
- [] (Vendor Fill-in) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] (Vendor Fill-in) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, the Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Nacao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] (Vendor Fill-in) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] (Vendor Fill-in) Individual/concern, other than one of the preceding.

A12B01 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)
DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- (X) (1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (X) (2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637)

- [] (3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (X) (4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (X) (5) 252.225-7012, Preference for Certain Domestic Commodities. (MAR 2008) (10 U.S.C. 2533a).
- [] (6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (DEVIATION) (10 U.S.C. 2533a).
- [] (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- [] (8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (X) (9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- [] (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- [] (11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [] (12) (i) 252.225-7036, Buy American Act-Free Trade Agreements - Balance of Payments Program (MAR 2007)
- [] (ii) Alternate I (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)
- [] (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a) (3))
- (X) (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (X) (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)
- (X) (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)
- (X) (17) 252.232-7003, Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227).
- [] (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (X) (19) 252.241-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (X) (20) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)
- [] (ii) Alternate I (MAR 2000)
- [] (iii) Alternate II (MAR 2000)
- [] (iv) Alternate III (MAY 2002) (10 U.S.C. 2631)
- (X) (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes of Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) DFARS 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (DEVIATION) (10 U.S.C. 2533a).
- (2) DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (3) DFARS 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

A12B02 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005) DFARS

(c) Representation of Extent of Transportation by Sea.

(2) The Offeror represents that it --
[] (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] (Vendor Fill-in) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

A12C01 52.212-9000 CHANGES MILITARY READINESS (MAR 2001)
DLAD

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A12F01 12-1-96 NOTICE TO OFFERORS -
COMMERCIAL ITEMS (OCT 2000) DSCRThis ☒ Firm Fixed Price/ ☐ Fixed Price
with EPA Acquisition is:

- ☒ Unrestricted
☐ Set Aside
 ☐ Small Business
 ☐ 52.219-6
 ☐ 52.219-6(ALT 1)
 ☐ Partial SBMA
 ☐ 8(a)
☐ Targeted Industry Category (TIC)

NAICS: 333512 Size Standard: 500

DPAS Rating (15 CFR 700): D0B9

P.O.B.: ☒ Destination ☐ Origin
Inspection Point: ☐ Destination ☒ Origin
Acceptance Point: ☒ Destination ☐ Origin

- ☐ Inspection and Acceptance will take place at:
 Origin - First Shipment Only
 Destination - Subsequent Shipments

The reference to Provision 52.215-10 in Block 9 of the
Standard Form 33, Solicitation and Offer, is changed to
52.212-1(f).

Offers submitted in other than U.S. currency and English
language may be rejected.

Addenda to FAR 52.212-1 are provided in Sections K - M of
the solicitation.

Addenda to FAR 52.212-4 are provided in Sections C - I of
the solicitation.

A12F04 12-2-96 DSCR NOTE TO CLAUSE 52.212-1
INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS
(SEP 2006) DSCR

DSCR NOTE:

(a) The offeror is required to submit their Data Universal
Numbering System (DUNS) Number or Data Universal Numbering
System+4 (DUNS+4) Number which will be used for verification
in the DoD Central Contractor Registration (CCR) database
in order to comply with the Debt Collection Improvement Act
of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701). The DUNS Number
may be provided as instructed in 52.212-1(j) above or may
be inserted in the space provided below.

DUNS Number: 115138372

(b) If the Offeror does not have a DUNS Number, it may
obtain one through the CCR process (refer to FAR 52.204-7
and DFARS 252.204-7004, Required Central Contractor
Registration, (SRC I) or directly from Dun and Bradstreet.

DSCR (OCT 2004)

SECTION D

D11B03 252.211-7006 RADIO FREQUENCY IDENTIFICATION
(FEB 2007) DFARS

(a) Definitions. As used in this clause-

'Advance shipment notice' means an electronic notification
used to list the contents of a shipment of goods as well as
additional information relating to the shipment, such as
order information, product description, physical
characteristics, type of packaging, marking, carrier
information, and configuration of goods within the
transportation equipment.

'Bulk commodities' means the following commodities, when
shipped in rail tank cars, tanker trucks, trailers, other
bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container
within a palletized unit load or a MIL-STD-129 defined

individual shipping container.

'Electronic Product Code: (EPC)' means an identification
scheme for universally identifying physical objects via RFID
tags and other means. The standardized EPC data consists of
an EPC (or EPC identifier) that uniquely identifies an
individual object, as well as an optional filter value when
judged to be necessary to enable effective and efficient
reading of the EPC tags. In addition to this standardized
data, certain classes of EPC tags will allow user-defined
data. The EPC tag data standards will define the length and
position of this data, without defining its content.

'EPCglobal:' means a joint venture between EAN International
and the Uniform Code Council to establish and support the EPC
network as the global standard for immediate, automatic, and
accurate identification of any item in the supply chain of
any company, in any industry, anywhere in the world.

'Exterior container' means a MIL-STD-129 defined container,
bundle, or assembly that is sufficient by reason of material,
design, and construction to protect unit packs and
intermediate containers and their contents during shipment
and storage. It can be a unit pack or a container with a
combination of unit packs or intermediate containers. An
exterior container may or may not be used as a shipping
container.

'Palletized unit load' means a MIL-STD-129 defined quantity
of items, packed or unpacked, arranged on a pallet in a
specified manner and secured, strapped, or fastened on the
pallet so that the whole palletized load is handled as a
single unit. A palletized or skidded load is not considered
to be a shipping container. A loaded 463L System pallet is
not considered to be a palletized unit load. Refer to the
Defense Transportation Regulation, DoD 4500.9-R, Part II,
Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the
reader/interrogator or that receives and temporarily stores a
small amount of energy from the reader/interrogator signal in
order to generate the tag response.

- (1) Until February 28, 2007, the acceptable tags are-
- (i) EPC Class 0 passive RFID tags that meet the EPCglobal
Class 0 specification; and

- (ii) EPC Class 1 passive RFID tags that meet the EPCglobal
Class 1 specification. This includes both the Generation 1
and Generation 2 Class 1 specifications.

- (2) Beginning March 1, 2007, the only acceptable tags
are EPC Class 1 passive RFID tags that meet the EPCglobal
Class 1 Generation 2 specification. Class 0 and Class 1
Generation 1 tags will no longer be accepted after February
28, 2007.

'Radio Frequency Identification (RFID)' means an automatic
identification and data capture technology comprising one or
more reader/interrogators and one or more radio frequency
transponders in which data transfer is achieved by means of
suitably modulated inductive or radiating electromagnetic
carriers.

'Shipping container' means a MIL-STD-129 defined exterior
container that meets carrier regulations and is of sufficient
strength, by reason of material, design, and construction, to
be shipped safely without further packing (e.g., wooden boxes
or crates, fiber and metal drums, and corrugated and solid
fiberboard boxes).

(b) (1) Except as provided in paragraph (b) (2) of this
clause, the Contractor shall affix passive RFID tags, at the
case and palletized unit load packaging levels, for shipments
of items that-

- (i) Are in any of the following classes of supply, as
defined in DoD 4140.1-R, DoD Supply Chain Material Management
Regulation, API.1.11:

- (A) Subclass of Class I - Packaged operational rations.
- (B) Class II - Clothing, individual equipment, tentage,
organizational tool kits, hand tools, and administrative and
housekeeping supplies and equipment.
- (C) Class III - Packaged petroleum, lubricants, oils,
preservatives, chemicals, and additives.
- (D) Class IV - Construction and barrier materials.
- (E) Class VI - Personal demand items (non-military sales
items).

- (F) Subclass of Class VIII - Medical materials (excluding
pharmaceuticals, biologicals, and reagents - suppliers should
limit the mixing of excluded and non-excluded materials).

- (G) Class IX - Repair parts and components including kits,
assemblies and subassemblies, repairable and consumable items
required for maintenance support of all equipment, excluding
medical-peculiar repair parts; and

- (ii) Are being shipped to any of the following locations:

- (A) Defense Distribution Depot, Susquehanna, PA:
DoDAAC W25G1U or SW3124.
- (B) Defense Distribution Depot, San Joaquin, CA:
DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA:
DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL:

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DoDAAC W31G12 or SW3120.

(E) Defense Distribution Depot, Barstow, CA:

DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC:

DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH:

DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX:

DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT:

DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL:

DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK:

DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA:

DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA:

DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX:

DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA:

DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA:

DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA:

DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA:

DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base,

Charleston, SC:

Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station,

Norfolk, VA:

Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base,

Fairfield, CA:

Air Terminal Identifier Code SUV.

(V) A location outside the contiguous United States when the

shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of

paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other

than Defense Distribution Depots when the contract includes

the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall-

(1) Ensure that the data encoded on each passive RFID tag

are unique (i.e., the binary number is never repeated on any

and all contracts) and conforms to the requirements in

paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the

appropriate location on the specific level of packaging,

in accordance with MIL-STD-129 (Section 4.9.2) tag placement

specifications.

(d) Data syntax and standards. The Contractor shall

encode an approved RFID tag using the instructions provided in

the EPC: Tag Data Standards in effect at the time of contract

award. The EPC: Tag Data Standards are available at

<http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal subscriber and

possesses a unique EPC: company prefix, the Contractor may

use any of the identity types and encoding instructions

described in the most recent EPC: Tag Data Standards document

to encode tags.

(2) If the Contractor chooses to employ the DoD Identity

Type, the Contractor shall use its previously assigned

Commercial and Government Entity (CAGE) Code and shall encode

the tags in accordance with the tag identity type details

located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If

the Contractor uses a third party packaging house to encode

its tags, the CAGE code of the third party packaging house is

acceptable.

(3) Regardless of the selected encoding scheme, the

Contractor is responsible for ensuring that each tag contains

a globally unique identifier.

(e) Receiving report. The Contractor shall

electronically submit advance shipment notice(s) with the RFID

tag identification (specified in paragraph (d) of this clause)

in advance of the shipment in accordance with the procedures

at http://www.acq.osd.mil/log/rfid/advance_shipment_notice.htm.

D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS -
MIL-STD-129P (MAY 2006) DEAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS -
MIL-STD-129P (MAY 2006) ALT I (AUG 2005)

D11F33 52.211-9038 PACKAGING, PACKING, AND MARKING
ASTM D3951 (OCT 2001) DSCR

D11F39 52.211-9073 PACKAGING AND MARKING
REQUIREMENTS (MAR 2004) DSCR

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments

FMS shipments

Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLA: 4145.2, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLA: 4145.3 is available on the internet at: www.dccc.dla.mil/downloads/packaging/dla4145_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD
PACKAGING MATERIAL (WPM) (FEB 2007) DEAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSB).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, 'Guidelines for Regulating Wood Packaging Materials in International Trade.' DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

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(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DPMAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

SECTION E

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

E46F02 46-8A-9G DSCR NOTE TO CLAUSE 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

DSCR NOTES:

In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[] Defense Supply Center, Richmond 1 CY
8000 Jefferson Davis Highway
Directorate of Business Operations
ATTN: Inventory Control Manager
Richmond, VA 23297-5862

[X] OTHER: NO. CY(s)

SUBMIT ONE COPY TO THE ADDRESS ABOVE
WITH ATTENTION: DSCR-PAPB (VICKIE PARKER)

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.

EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250. This option applies only to those delivery orders that specify Fast Pay.

When the DD Form 250, Material Inspection and Receiving Report, is submitted via Wide Area Workflow (WAWF-RA), the contractor is still required to provide a copy of the DD Form 250 in the material shipment itself.

DD Forms 250 are available at:
<http://www.dtic.mil/wawf/directives/informt/forms/foxmprogram.htm>.

DSCR (APR 2004)

E46F30 52.246-9G09 INSPECTION AND ACCEPTANCE SUPERVISION OF INSTALLATION (JAN 1996) DSCR

Final inspection and acceptance will be performed at

destination after installation of the equipment and satisfactory completion of performance tests, unless the contractor's obligation to supervise installation of the equipment is cancelled. In the latter event, the equipment may be accepted before installation, reserving to the Government the right to inspect and test the equipment after installation and to reject defective equipment.

SECTION F

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F11F50 52.211-9G61 PERFORMANCE TIME/TRAINING FSG 34 IPE (FEB 1996) DSCR

Training shall be completed within 10 calendar days after machine acceptance.

F11F52 52.211-9G64 TIME OF DELIVERY/PERFORMANCE - FSG 34 IPE (JAN 1998) DSCR

(a) Delivery is required to be made to permit performance in accordance with the following schedule:

ITEM NO.	QUANTITY	FOB DESTINATION
0001	1 EA	196 CALENDAR DAYS
0002	1 EA	196 CALENDAR DAYS
0003	1 EA	196 CALENDAR DAYS
0004	1 EA	196 CALENDAR DAYS

(1) Period of Performance: The Contractor will be required to commence work under this contract after RECEIPT OF CONTRACT AWARD. The Contractor shall prosecute said work diligently and complete the project including all required testing not later than 196 CALENDAR DAYS. Installation, testing on site, final clean-up of premises, and training, when specified in the schedule, shall also be completed by this date.

(2) Time of Performance: Unless otherwise requested by the Contractor and approved by the Contracting Officer in writing, any work performed under this contract at the site shall be during the following hours (local time), except holidays:

MONDAY THROUGH FRIDAY

HOURS: 0730 THROUGH 1630 HOURS

(b) Attention is directed to Provision 52.215-1 (Section I) which provides that a written award mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, in computing the available time for performance, the offeror should take into consideration the time required for notice of award to arrive through the ordinary mails.

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

F42C01 52.242-9001 NOTIFICATION OF SHIPMENT (AUG 2007) DLRD

F42F30 52.242-9002 NOTIFICATION OF SHIPMENT (JAN 1996) DSCR

Seventy-two (72) hours before shipment, the Contractor shall provide the following shipping information to the Contracting Officer:

CONTRACT/DELIVERY ORDER NUMBER(S), ID NUMBERS, BILL OF LADING NUMBER(S), CARRIER, MODE OF SHIPMENT, WEIGHT, CUBE AND DATE THE ITEMS WILL BE SHIPPED.

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F46730 52.246-9G17 REQUIREMENT FOR MATERIAL INSPECTION AND RECEIVING REPORT (JAN 1996) DSCR

F47A04 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984) FAR

SECTION H

H37F31 52.237-9G06 ENTRY CLEARANCE (JAN 1996) DSCR

An entry clearance is required for personnel entering the Government installation where the equipment is located.

SECTION I

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (JUL 2006) FAR

I04B04 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS

I15A16 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997) FAR

I15F16 15-7A-9G DSCR NOTE TO CLAUSE 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) DSCR

DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been eliminated and are no longer available for use. Offerors must prepare and submit cost or pricing data and supporting attachments as specified in Table 15-2 of FAR 15.408, unless an exception applies or cost or pricing data is required to be submitted on one of the termination forms as specified in FAR Subpart 49.6. When an exception applies, offerors must submit information other than cost or pricing as prescribed in paragraph (a) of clause 52.215-21 above. Submission of information other than cost or pricing data does not preclude the Contracting Officer from requiring cost or pricing data under paragraph (b) of clause 52.215-21 above.

DSCR (MAR 1999)

I23A03 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) FAR

I23B04 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) ALT I (NOV 1995) DFARS

I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

I25B06 252.225-7013 DUTY-FREE ENTRY (OCT 2006) DFARS

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A25 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002) FAR

I32A26 INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (OCT 1995) FAR

I32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS DFARS (DEC 2006)

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DCRD

(c) If you wish to opt out of this clause, check here () (Vendor Fill-in).

I36A03 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) FAR

I36A05 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984) FAR

I36A06 52.36-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 0984) FAR

I36A07 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) FAR

I36A08 52.236-8 OTHER CONTRACTS (APR 1984) FAR

I36A09 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1986) FAR

I36A10 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984) FAR

I36A11 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) FAR

I36A12 52.236-12 CLEANING UP (APR 1984) FAR

I36A13 52.236-13 ACCIDENT PREVENTION (NOV 1991) FAR

I36A15 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) FAR

I37A01 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) FAR

I37F01 37-2A-9G DSCR NOTE TO CLAUSE 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) DSCR

DSCR NOTE: The Contractor shall comply with installation fire regulations. DSCR (MAR 1998)

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DCRD

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS

I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

SECTION K

K15A01 52.215-6 PLACE OF PERFORMANCE (OCT 1997) FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () (Vendor Fill-in) intends, () (Vendor Fill-in) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

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Street Address _____ (Vendor Fill-in)
City _____ (Vendor Fill-in)
State _____ (Vendor Fill-in)
County _____ (Vendor Fill-in)
Zip Code _____ (Vendor Fill-in)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

K15C01 52.215-9002 SOCIO ECONOMIC PROPOSAL (MAR 1996)
DLMAD

K25A01 52.225-18 PLACE OF MANUFACTURE (SEP 2006)
FAR

- (a) Definitions. As used in this clause:
'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except:
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSC 88, Live Animals;
(4) FSC 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

- (1) ☒ [Vendor Fill-in] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside

- the United States); or
(2) ☐ [Vendor Fill-in] Outside the United States.

K25B03 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005) DFARS

- (2) The following supplies are other nondesignated country and products:

Line Item Number:

Country of Origin (If known): _____ (Vendor Fill-in)

(Vendor Fill-in)

K47F30 52.247-9017 PRODUCTION FACILITIES (AUG 2000)
DSCE

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. DO NOT put all location information into one paragraph.

(a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

ITEM NUMBER: _____ (Vendor Fill-in)
PLANT NAME: _____ (Vendor Fill-in)
ADDRESS: _____ (Vendor Fill-in)
STREET: _____ (Vendor Fill-in)
CITY: _____ (Vendor Fill-in)
STATE: _____ (Vendor Fill-in)
ZIP CODE: _____ (Vendor Fill-in)
PHONE: _____ (Vendor Fill-in)

(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the packaging) will be inspected.

ITEM NUMBER: _____ (Vendor Fill-in)
PLANT NAME: _____ (Vendor Fill-in)
ADDRESS: _____ (Vendor Fill-in)
STREET: _____ (Vendor Fill-in)
CITY: _____ (Vendor Fill-in)
STATE: _____ (Vendor Fill-in)
ZIP CODE: _____ (Vendor Fill-in)
PHONE: _____ (Vendor Fill-in)

(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED: Insert below the location where the packaging/packing will be inspected.

ITEM NUMBER: _____ (Vendor Fill-in)
PLANT NAME: _____ (Vendor Fill-in)
ADDRESS: _____ (Vendor Fill-in)
STREET: _____ (Vendor Fill-in)
CITY: _____ (Vendor Fill-in)
STATE: _____ (Vendor Fill-in)
ZIP CODE: _____ (Vendor Fill-in)
PHONE: _____ (Vendor Fill-in)

SECTION L

L14F30 52.214-9001 DESCRIPTIVE LITERATURE - IPE (JAN 1996) DSCE

(a) 'Descriptive literature' means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment.

(b) Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers.

(c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered.

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(d) The offeror shall submit descriptive literature in duplicate, which provides evidence of compliance to the requirements of this solicitation. Unless indicated otherwise under Special Notes in Schedule B, each paragraph in Section C must be addressed in the descriptive literature submitted with an annotation indicating any exceptions taken or alternates proposed. Any Section C requirements not addressed in the descriptive literature shall be submitted in a narrative form. Paragraphs annotated 'exception' or 'alternate' shall indicate why the exception or alternate is being taken and what is offered in its place.

(e) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected.

L15A05 52.215-5 FACSIMILE PROPOSALS (OCT 1997) FAR

L15C02 52.215-9008 FACSIMILE BIDS AND PROPOSALS (JUL 2005) DLAD

(a) Facsimile bids, proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will be considered only if authorized in the solicitation by FAR 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec 4). Fax machines should be programmed to include the telephone number as the distant station ID. This information is required to assist in properly documenting receipt.

(b) DLA/DSCC Internet Bid Board System (DIBBS) and Internet Quoting System (IQS). DIBBS and IQS do not permit facsimile proposals. Facsimile proposals in response to DIBBS or IQS solicitations will be rejected and returned to the offeror.

(c) DSC Richmond. The telephone number of the receiving facsimile equipment is 804-279-4165. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m. and 1:30 p.m., Eastern time zone.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

(d) DSC Columbus. The telephone number of the receiving facsimile equipment is 614-692-4275.

(e) DSC Philadelphia. The telephone number of the receiving facsimile equipment is 215-737-9300 / 01.

L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

L33F01 33-3-9G DSCR NOTE TO 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest

1. with the contracting officer,
2. with the General Accounting Office, or
3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions.

Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

L37F30 52.237-9004 SITE VISIT COORDINATOR (JAN 1996) DSCR

(a) Interested prospective offerors may make appointment to visit the site of installation by contacting the site visit coordinator or his alternate during normal work hours/local time at the site as follows:

PRIMARY:

NAME: VICKIE PARKER

PHONE NO: (804) 279-3989

ALTERNATE:

NAME:

(

PHONE NO:

SECTION M

ML1C02 52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

ML4C01 52.214-9002 TRADE DISCOUNTS (JUN 1983) DLAD

ML5C02 52.215-9003 SOCIOECONOMIC EVALUATION (OCT 1996) DLAD

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A12A01 52.212-4 CONTRACT TERMS AND CONDITIONS --
COMMERCIAL ITEMS (OCT 2008) FARA12A02 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL
ITEMS (MAR 2009) FAR

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
(X) Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer shall check as appropriate.]
() (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 06), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
() (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
() (3) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
() (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
() (5) [Reserved]
() (6) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
() (ii) Alternate I (OCT 1995) of 52.219-6.
() (iii) Alternate II (MAR 2004) of 52.219-6.
(X) (7) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
(X) (ii) Alternate I (OCT 1995) of 52.219-7.
() (iii) Alternate II (MAR 2004) of 52.219-7.
() (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
() (9) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
() (ii) Alternate I (OCT 2001) of 52.219-9.
(X) (iii) Alternate II (OCT 2001) of 52.219-9.
() (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
() (11) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
() (12) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
() (ii) Alternate I (JUN 2003) of 52.219-23.
() (13) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).
(X) (14) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(X) (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).
(X) (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUN 2007) (15 U.S.C. 632(a)(2)).
(X) (17) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
(X) (18) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
(X) (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
(X) (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
(X) (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
(X) (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
(X) (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
() (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

() (25) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

- () (26) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA - Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not available to the acquisition of commercially off-the-shelf items).
() (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not available to the acquisition of commercially off-the-shelf items).
() (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
() (28) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
(X) (ii) Alternate I (DEC 2007) of 52.223-16.
() (29) Omitted
() (30) Omitted
() (31) Omitted
() (32) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
() (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
() (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
() (35) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
() (36) 52.232.30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
() (37) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
() (38) 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
() (39) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
() (40) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
() (41) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 1241 and 10 U.S.C. 2631).
() (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- () (1) 52.222-41, Service Contract Act of 1965, as Amended (NOV 2007) (41 U.S.C. 351, et seq.).
(X) (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(X) (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
() (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
() (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
() (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
() (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub.L. 110-247).
() (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's

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directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
(i) 52.203-13, Contractor Code Business Ethics and Conduct (DEC 2008) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C.251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

() Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C.351, et seq.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, et seq.)

(xi) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

A12A04 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008) FAR

A12A05 52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999) FAR

(a) The following factors shall be used to evaluate offers:

Technical
Price

Technical and past performance, when combined, are
Technical is significantly more important than cost or price

A12A06 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FEB 2009) FAR

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

* * *

(b) (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

(Vendor fill-in).

* * *

(c) (1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c) (2) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision] The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision]. The offeror represents that it () is, () is not a women-owned small business concern.

NOTE: Complete paragraphs (c) (6) and (c) (7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c) (1) of this provision] The offeror represents that it () is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(Vendor Fill-in)

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows

(Check one of the following):

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NUMBER OF EMPLOYEES: (Vendor Fill-in)

- () 50 or fewer
() 51 - 100
() 101 - 250
() 251 - 500
() 501 - 750
() 751 - 1,000
() Over 1,000

AVERAGE ANNUAL GROSS REVENUES: (Vendor Fill-in)

- () \$1 million or less
() \$1,000,001 - \$ 2 million
() \$2,000,001 - \$ 3.5 million
() \$3,500,001 - \$ 5 million
() \$5,000,001 - \$10 million
() \$10,000,001 - \$17 million
() Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either --
(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net) and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)
(2); or
(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(Vendor Fill-in).]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

Fill-in).]

(Vendor

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of

Executive Order 11246 -
(d) (1) Previous contracts and compliance. The offeror represents that --

- (i) It () has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

- (i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

* * *

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

- (1) () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

* * *

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product/Listed Countries of Origin

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2) or (i)(2)(ii) by checking the appropriate block.]

(i) () The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) () The offeror may supply and end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

(1) () In the United States (Check this box if the total

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anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act (APPLICABLE ONLY TO SERVICE CONTRACTS). (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

() does () does not certify that --
(Vendor fill-in)

* * *
() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

() does () does not certify that --
(Vendor fill-in)

* * *
(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

* * *
(3) Taxpayer Identification Number (TIN) (Vendor Fill-in).

() TIN: _____ (Vendor Fill-in)

() TIN has been applied for.
() TIN is not required because:
() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
() Offeror is an agency or instrumentality of a foreign government;
() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization (Vendor Fill-in).

() Sole proprietorship;
() Partnership;
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Government entity (Federal, State, or local);
() Foreign government;
() International organization per 26 CFR 1.6049-4;
() Other _____ (Vendor Fill-in).

(5) Common Parent.

() Offeror is not owned or controlled by a common parent:

() Name and TIN or common parent:

Name: _____ (Vendor Fill-in)

TIN: _____ (Vendor Fill-in)

* * *

Alt2A07 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FEB 2009)
ALT I (APR 2002) FAR

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

[] (Vendor Fill-in) Black American.
[] (Vendor Fill-in) Hispanic American.
[] (Vendor Fill-in) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
[] (Vendor Fill-in) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
[] (Vendor Fill-in) Subcontinent Asian (Asian-Indian)

American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] (Vendor Fill-in) Individual/concern, other than one of the preceding.

A12B01 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

(X) (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181)

(X) (2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

() (3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637)

(X) (4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

() (5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

() (6) 252.225-7012, Preference for Certain Domestic Commodities. (DEC 2008) (10 U.S.C. 2533a).

() (7) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (DEVIATION) (10 U.S.C. 2533a).

() (8) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

() (9) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(X) (10) 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

() (11) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

() (12) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

() (13) (i) 252.225-7036, Buy American Act-Free Trade Agreements -Balance of Payments Program (JAN 2009)
() (ii) Alternate I (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

() (14) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3))

(X) (15) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(X) (16) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)

(X) (17) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)

(X) (18) 252.232-7003, Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227).

() (19) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(X) (20) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(X) (21) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)

() (ii) Alternate I (MAR 2000)

() (iii) Alternate II (MAR 2000)

() (iv) Alternate III (MAY 2002) (10 U.S.C. 2631)

(X) (22) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes of Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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(1) DFARS 252.225-7014, Preference for Domestic Specialty Metals, Alternate 1 (APR 2003) (DEVIATION) (10 U.S.C. 2533a).
(2) DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
(3) DFARS 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
(4) DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

A12B02 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005) DFARS

(c) Representation of Extent of Transportation by Sea.

(2) The Offeror represents that it --
() (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

() (Vendor Fill-in) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

A12C01 52.212-9000 CHANGES MILITARY READINESS (MAR 2001) DLAD

A12F01 12-1-9G NOTICE TO OFFERORS - COMMERCIAL ITEMS (OCT 2000) DSCR

This [X] Firm Fixed Price/ [] Fixed Price with EPA Acquisition is:

- [X] Unrestricted
[] Set Aside
 [] Small Business
 [] 52.219-6
 [] 52.219-6(ALT I)
 [] Partial SBSA %
 [] 8(a)
[] Targeted Industry Category (TIC)

NAICS: 333512 Size Standard: 500

DPAS Rating (15 CFR 700): DOB9

F.O.B.: [X] Destination [] Origin
Inspection Point: [] Destination [X] Origin
Acceptance Point: [X] Destination [] Origin

- [] Inspection and Acceptance will take place at:
 Origin - First Shipment Only
 Destination - Subsequent Shipments

The reference to Provision 52.215-10 in Block 9 of the Standard Form 33, Solicitation and Offer, is changed to 52.212-1(f).

Offers submitted in other than U.S. currency and English language may be rejected.

Addenda to FAR 52.212-1 are provided in Sections K - M of the solicitation.

Addenda to FAR 52.212-4 are provided in Sections C - I of the solicitation.

A12F04 12-2-9G DSCR NOTE TO CLAUSE 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (SEP 2006) DSCR**DSCR NOTE:**

(a) The offeror is required to submit their Data Universal Numbering System (DUNS) Number or data Universal Numbering System+4 (DUNS+4) Number which will be used for verification in the DoD Central Contractor Registration (CCR) database in order to comply with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701). The DUNS Number may be provided as instructed in 52.212-1(j) above or may be inserted in the space provided below.

DUNS Number: _____

(b) If the Offeror does not have a DUNS Number, it may obtain one through the CCR process (refer to FAR 52.204-7

and DFARS 252.204-7004, Required Central Contractor Registration, (SEC I) or directly from Dun and Bradstreet.

DSCR (OCT 2004)

SECTION D**D11B03 252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007) DFARS**

(a) Definitions. As used in this clause-
'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

'Electronic Product Code; (EPC)' means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

'EPCglobal:' means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

'Exterior container' means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

'Palletized unit load' means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 28, 2007, the acceptable tags are-
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

'Radio Frequency Identification (RFID)' means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

'Shipping container' means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

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(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that-

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Material Management Regulation, AP1.1.11:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA:

DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA:

DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA:

DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL:

DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA:

DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC:

DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH:

DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX:

DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT:

DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL:

DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK:

DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA:

DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA:

DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX:

DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA:

DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA:

DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA:

DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA:

DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC:

Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA:

Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA:

Air Terminal Identifier Code SUV.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall-

(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC: Tag Data Standards in effect at the time of contract award. The EPC: Tag Data Standards are available at

<http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal: subscriber and possesses a unique EPC: company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC: Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS -
MIL-STD-129P (MAY 2006) DLAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS -
MIL-STD-129P (MAY 2006) ALT I (AUG 2005)

D11F33 52.211-9G38 PACKAGING, PACKING, AND MARKING
ASTM D3951 (OCT 2001) DSCR

D11F39 52.211-9G73 PACKAGING AND MARKING
REQUIREMENTS (MAR 2004) DSCR

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments
FMS shipments
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLA 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLA 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that

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do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSB).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, 'Guidelines for Regulating Wood Packaging Materials in International Trade.' DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

SECTION E**E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS****E46F02 46-8A-9G DSCR NOTE TO CLAUSE 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)****DSCR NOTES:**

In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[] Defense Supply Center, Richmond 1 CY
8000 Jefferson Davis Highway
Directorate of Business Operations
ATTN: Inventory Control Manager
Richmond, VA 23297-5862

[X] OTHER: NO. CY(s)

SUBMIT ONE COPY TO THE ADDRESS ABOVE
WITH ATTENTION: DSCR-FAPB (VICKIE PARKER)

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.

EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250. This option applies only to those delivery orders that specify Fast Pay.

When the DD Form 250, Material Inspection and Receiving Report, is submitted via Wide Area Workflow (WAWF-RA), The contractor is still required to provide a copy of The DD Form 250 in the material shipment itself.

DD Forms 250 are available at:
<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

DSCR (APR 2004)

E46F30 52.246-9G09 INSPECTION AND ACCEPTANCE SUPERVISION OF INSTALLATION (JAN 1996) DSCR

Final inspection and acceptance will be performed at destination after installation of the equipment and satisfactory completion of performance tests, unless the contractor's obligation to supervise installation of the equipment is cancelled. In the latter event, the equipment may be accepted before installation, reserving to the Government the right to inspect and test the equipment after installation and to reject defective equipment.

SECTION F**F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1939) FAR****F11F50 52.211-9G61 PERFORMANCE TIME/TRAINING FSG 34 IPE (FEB 1996) DSCR**

Training shall be completed within 10 calendar days after machine acceptance.

F11F52 52.211-9G64 TIME OF DELIVERY/PERFORMANCE - FSG 34 IPE (JAN 1998) DSCR

(a) Delivery is required to be made to permit performance in accordance with the following schedule:

ITEM NO.	QUANTITY	FOB DESTINATION
0001	1 EA	196 CALENDAR DAYS
0002	1 EA	196 CALENDAR DAYS
0003	1 EA	196 CALENDAR DAYS
0004	1 EA	196 CALENDAR DAYS

(1) Period of Performance: The Contractor will be required to commence work under this contract after RECEIPT OF CONTRACT AWARD. The Contractor shall prosecute said work diligently and complete the project including all required testing not later than 196 CALENDAR DAYS. Installation, testing on site, final clean-up of premises, and training, when specified in the schedule, shall also be completed by this date.

(2) Time of Performance: Unless otherwise requested by the Contractor and approved by the Contracting Officer in writing, any work performed under this contract at the site shall be during the following hours (local time), except holidays:

MONDAY THROUGH FRIDAY

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HOURS: 0730 THROUGH 1630 HOURS

(b) Attention is directed to Provision 52.215-1 (Section L) which provides that a written award mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, in computing the available time for performance, the offeror should take into consideration the time required for notice of award to arrive through the ordinary mails.

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

F42C01 52.242-9001 NOTIFICATION OF SHIPMENT (AUG 2007) DLAD

F42F30 52.242-9G02 NOTIFICATION OF SHIPMENT (JAN 1996) DSCR

Seventy-two (72) hours before shipment, the Contractor shall provide the following shipping information to the Contracting Officer:

CONTRACT/DELIVERY ORDER NUMBER(S), ID NUMBERS, BILL OF LADING NUMBER(S), CARRIER, MODE OF SHIPMENT, WEIGHT, CUBE AND DATE THE ITEMS WILL BE SHIPPED.

F46F30 52.246-9G17 REQUIREMENT FOR MATERIAL INSPECTION AND RECEIVING REPORT (JAN 1996) DSCR

F47A04 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984) FAR

SECTION H

H37F31 52.237-9G06 ENTRY CLEARANCE (JAN 1996) DSCR

An entry clearance is required for personnel entering the Government installation where the equipment is located.

H46C01 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD

SECTION I

I03B03 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009) DFARS

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (APR 2008) FAR

I04B04 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS

I15A16 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997) FAR

I15F16 15-7A-9G DSCR NOTE TO CLAUSE 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) DSCR

DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been eliminated and are no longer available for use. Offerors must prepare and submit cost or pricing data and supporting attachments as specified in Table 15-2 of FAR 15.408, unless an exception applies or cost or pricing data is required to be submitted on one of the termination forms as specified in FAR Subpart 49.6. When an exception applies, offerors must submit information other than cost or pricing as prescribed in paragraph (a) of clause 52.215-21 above. Submission of information other than cost or pricing data does not preclude the Contracting Officer from requiring cost or pricing data under paragraph (b) of clause 52.215-21 above.

DSCR (MAR 1999)

I23A03 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) FAR

I23B04 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) ALT I (NOV 1995) DFARS

I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

I25B06 252.225-7013 DUTY-FREE ENTRY (OCT 2006) DFARS

I32A13 52.232-17 INTEREST (OCT 2008) FAR

I32A25 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002) FAR

I32A26 INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (OCT 1995) FAR

I32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS DFARS (DEC 2006)

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(c) If you wish to opt out of this clause, check here () (Vendor Fill-in).

I36A03 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) FAR

I36A05 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984) FAR

I36A06 52.36-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 0984) FAR

I36A07 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) FAR

I36A08 52.236-8 OTHER CONTRACTS (APR 1984) FAR

I36A09 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984) FAR

I36A10 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984) FAR

I36A11 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) FAR

I36A12 52.236-12 CLEANING UP (APR 1984) FAR

I36A13 52.236-13 ACCIDENT PREVENTION (NOV 1991) FAR

I36A15 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) FAR

I37A01 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) FAR

I37F01 37-2A-9G DSCR NOTE TO CLAUSE 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) DSCR

DSCR NOTE: The Contractor shall comply with installation fire regulations. DSCR (MAR 1998)

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS

I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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FAR: <http://acquisition.gov/comp/far/loadmainre.html>DFARS:
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>**I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES**
(APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

SECTION J**J15C01 52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE**
FINANCE ACCOUNTING SERVICES (DFAS) (MAR 2008) DLAD

Per FAR 15.204-1, Part IV of the solicitation/offer has been removed and retained in the contract file. Section K is hereby

incorporated by reference. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

SECTION K**K15A01 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**
FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () (Vendor Fill-in) intends, () (Vendor Fill-in) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

Street Address _____ (Vendor Fill-in)

City _____ (Vendor Fill-in)

State _____ (Vendor Fill-in)

County _____ (Vendor Fill-in)

Zip Code _____ (Vendor Fill-in)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

_____ (Vendor Fill-in)

_____ (Vendor Fill-in)

_____ (Vendor Fill-in)

_____ (Vendor Fill-in)

_____ (Vendor Fill-in)

K15C01 52.215-9002 SOCIO ECONOMIC PROPOSAL (MAR 1996)
DLAD**K25A01 52.225-18 PLACE OF MANUFACTURE (SEP 2006)**
FAR

(a) Definitions. As used in this clause:

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except:

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

(1) () [Vendor Fill-in] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside

the United States); or

(2) () [Vendor Fill-in] Outside the United States.

K25B03 252.225-7020 TRADE AGREEMENTS CERTIFICATE
(JAN 2005) DFARS

(2) The following supplies are other nondesignated country end products:

Line Item Number: _____

Country of Origin (If known): _____ (Vendor Fill-in)

_____ (Vendor Fill-in)

K47F30 52.247-9G17 PRODUCTION FACILITIES (AUG 2000)
DSRC

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. DO NOT put all location information into one paragraph.

(a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

ITEM NUMBER: _____ (Vendor Fill-in)

PLANT NAME: _____ (Vendor Fill-in)

ADDRESS: _____ (Vendor Fill-in)

STREET: _____ (Vendor Fill-in)

CITY: _____ (Vendor Fill-in)

STATE: _____ (Vendor Fill-in)

ZIP CODE: _____ (Vendor Fill-in)

PHONE: _____ (Vendor Fill-in)

_____ (Vendor Fill-in)

(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the packaging) will be inspected.

ITEM NUMBER: _____ (Vendor Fill-in)

PLANT NAME: _____ (Vendor Fill-in)

ADDRESS: _____ (Vendor Fill-in)

STREET: _____ (Vendor Fill-in)

CITY: _____ (Vendor Fill-in)

STATE: _____ (Vendor Fill-in)

ZIP CODE: _____ (Vendor Fill-in)

PHONE: _____ (Vendor Fill-in)

_____ (Vendor Fill-in)

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(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED:
Insert below the location where the packaging/packing will be inspected.

ITEM NUMBER: _____ (Vendor Fill-in)
PLANT NAME: _____ (Vendor Fill-in)
ADDRESS: _____ (Vendor Fill-in)
STREET: _____ (Vendor Fill-in)
CITY: _____ (Vendor Fill-in)
STATE: _____ (Vendor Fill-in)
ZIP CODE: _____ (Vendor Fill-in)
PHONE: _____ (Vendor Fill-in)

SECTION L

L14F30 52.214-9G01 DESCRIPTIVE LITERATURE - IPE
(JAN 1996) DSCR

(a) 'Descriptive literature' means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment.

(b) Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers.

(c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered.

(d) The offeror shall submit descriptive literature in duplicate, which provides evidence of compliance to the requirements of this solicitation. Unless indicated otherwise under Special Notes in Schedule B, each paragraph in Section C must be addressed in the descriptive literature submitted with an annotation indicating any exceptions taken or alternates proposed. Any Section C requirements not addressed in the descriptive literature shall be submitted in a narrative form. Paragraphs annotated 'exception' or 'alternate' shall indicate why the exception or alternate is being taken and what is offered in its place.

(e) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected.

L15A05 52.215-5 FACSIMILE PROPOSALS (OCT 1997)
FAR

L15C02 52.215-9008 FACSIMILE BIDS AND PROPOSALS
(JUL 2005) DLAD

(a) Facsimile bids, proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will be considered only if authorized in the solicitation by FAR 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). Fax machines should be programmed to include the telephone number as the distant station ID. This information is required to assist in properly documenting receipt.

(b) DLA/DSCC Internet Bid Board System (DIBBS) and Internet Quoting System (IQS). DIBBS and IQS do not permit facsimile proposals. Facsimile proposals in response to DIBBS or IQS solicitations will be rejected and returned to the offeror.

(c) DSC Richmond. The telephone number of the receiving facsimile equipment is 804-279-4165. For bid/proposal security reasons facsimile equipment is not located in the place designated for receipt of offers. Regular interoffice pick-up of facsimile transmissions occurs daily at 10:30 a.m.

and 1:30 p.m., Eastern time zone.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

(d) DSC Columbus. The telephone number of the receiving facsimile equipment is 614-692-4275.

(e) DSC Philadelphia. The telephone number of the receiving facsimile equipment is 215-737-9300 / 01.

L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

L33F01 33-3-9G DSCR NOTE TO 52.233-9000
AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest

1. with the contracting officer,
2. with the General Accounting Office, or
3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

L37F30 52.237-9G04 SITE VISIT COORDINATOR
(JAN 1996) DSCR

(a) Interested prospective offerors may make appointment to visit the site of installation by contacting the site visit coordinator or his alternate during normal work hours/local time at the site as follows:

PRIMARY:
NAME: VICKIE PARKER

PHONE NO: (804) 279-3989

ALTERNATE:
NAME:

PHONE NO:

SECTION M

M11C02 52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM)
DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

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M14C01 52.214-9002 TRADE DISCOUNTS (JUN 1983) DLAD
M15C02 52.215-9003 SOCIOECONOMIC EVALUATION (OCT 1996)
DLAD